



## SELECT BOARD CALENDAR 03/22/2022 | REMOTE MEETING

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- Heather A. Hamilton  
– Chair
- Raul Fernandez –  
Vice Chair
- Bernard W. Greene
- John VanScoyoc
- Miriam Aschkenasy
- Melvin A. Kleckner  
– Town  
Administrator

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### 1. OPEN SESSION

**5:00 PM** Question of entering into Executive Session for the purpose of discussing litigation strategy, where the Chair has determined that disclosing the name of the litigation matter may compromise the purpose for which executive session has been called.

### 2. EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy.

### 3. EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the Executive Session minutes from March 15, 2022.

### 4. ANNOUNCEMENTS/UPDATES

**6:00 PM** Select Board to announce recent and/or upcoming Events of Community Interest.

### 5. PUBLIC COMMENT

**Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar.**

*Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at [kmacgillivray@brooklinema.gov](mailto:kmacgillivray@brooklinema.gov). The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>*

- 6. MISCELLANEOUS**  
**Approval of miscellaneous items, licenses, vouchers, and contracts.**
- 6.A. Question of approving the meeting minutes from March 15, 2022.**
- 6.B. Question of appointing Janet Fierman to replace Karen Breslawski as the Building commission representative to the Pierce School Construction Manager @ Risk prequalification committee.**
- 6.C. Question of approving a Memorandum of Understanding between the Town of Brookline and the Massachusetts Department of Transportation relative to design and construction of the Lincoln School Safe Routes to School Project through the Safe Routes to School Program – Infrastructure Project grant program.**
- 6.D. Question of approving a “Letter of Commitment” between the Town of Brookline and GreenSpot JC, LLC relative to the Electric Vehicle Charging Infrastructure Electric Vehicle Car Share Memorandum of Understanding (“MOU”) and License Agreement (“Agreement”) for Brookline, Massachusetts, Submitted by Greenspot JC, LLC (“Greenspot”) and Executed on August 1, 2019.**
- 6.E. Question of approving the following appropriation transfer request within the Public Health and Human Services budget in the total amount of \$8,200:**
- From: 51105110 HEALTH ADMIN 524010 PROFESSIONAL/TECH SERVICES \$2,000.00**  
**To: 51005110 HEALTH ADMIN 553010 PROFESSIONAL DUES/MEMBERSHIPS \$2,000.00**
- From: 51005110 HEALTH ADMIN 524010 PROFESSIONAL/TECH SERVICES \$1,200.00**  
**To: 51005110 HEALTH ADMIN 551099 EDUCATION/TRAINING/CONFERENCES \$1,200.00**
- From: 51005110 HEALTH ADMIN 524005 MEDICAL HOSPITAL SUPPLIES \$1,750.00**  
**To: 51005110 HEALTH ADMIN 531012 OFFICE SUPPLIES \$1,750.00**
- From: 51005110 HEALTH ADMIN 524010 PROFESSIONAL/TECH SERVICES \$3,250.00**  
**To: 51005110 HEALTH ADMIN 531012 OFFICE SUPPLIES \$3,250.00**
- 6.F. Question of approving the authorization to hire request for the Assistant Town Administrator (T-10) in the Town Administrator's Office.**
- 6.G. Question approving the authorization to hire request for a Senior Office Assistant (C-5) in the Administrative Division of the Department of Public Works.**

7. **CALENDAR**  
Review and potential vote on Calendar Items
8. **OAK STREET CONDO SALE**  
  
Question of executing the Purchase and Sale Agreement for the 17 Oak Street Condominium, with terms substantially similar to the draft reviewed by the Select Board, and to delegate to Associate Town Counsel Jonathan Simpson all power and authority necessary to finalize and record the sale.
9. **FOOD VENDOR LICENSE**  
  
Question of approving the application of a Food Vendor for TN Capital, LLC. d/b/a Monton Nutrition at 807 Boylston Street. Hours of operation will be Sunday - Saturday 6:00 am to 9:00 pm.
10. **SEASONAL LICENSE RENEWAL**  
  
Question of renewing the Seasonal All Alcohol License for Gamehenge Golf, LLC d/b/a Hemlock Grille at 1281 West Roxbury Parkway.
11. **DIVERSITY AND HIRING UPDATE**  
  
Quarterly diversity and hiring update from HR Director Ann Braga and Director of Diversity, Inclusion, and Community Relations Lloyd Gellineau.
12. **DEPARTMENTAL BUDGET REVIEWS**  
  
Review of the FY23 Departmental Budgets for the Library, Fire Department, and Police Department.
13. **SELECT BOARD WARRANT ARTICLE REVIEW VOTE**  
  
Discussion and possible vote on Warrant Articles that will be reviewed and voted on by the Select Board for the 2022 Annual Town Meeting.
14. **WARRANT ARTICLES PUBLIC HEARING**  
  
7:45 PM Public Hearing, discussion and possible vote on the following Warrant Articles for the May 24, 2022 Annual Town Meeting:

**Warrant Article 5 - Unpaid bills**  
**Warrant Article 6 - Property Tax Exemptions**  
**Warrant Article 7 - Brington Road and Tappan Street Easements**

**15. BOARDS AND COMMISSIONS - APPOINTMENTS**

**The following candidates for appointment/reappointment to  
Boards and Commissions:**

**Brookline Commission for Women**

**Indigenous People Celebration Committee**

**Community Preservation Act Committee**

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## MINUTES

### SELECT BOARD

03/15/2022

VIA ZOOM

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

#### OPEN SESSION

Question of entering into Executive Session for the reasons in items 2 and 3.

Chair Hamilton declared that the Board shall enter into executive session discuss strategy with respect to litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. And to review approve minutes.

The board will reconvene in open session.

On motion it was,

Voted to enter into executive session.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### EXECUTIVE SESSION - LITIGATION

For the purpose of discussing possible litigation strategy regarding the development at 5 Washington Street.

#### EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the Executive Session meeting minutes from February 8, 2022.

#### ANNOUNCEMENTS/UPDATES

The ARPA committee had their first meeting. It went well and the process was reviewed. There will be upcoming meetings.

Board member Greene will be abstain from the Bond vote this evening because it includes the Alston settlement monies. He reviewed recent local settlements cases that he feels were more egregious and the out pay was a fraction of the Alston case. It looks like 196 meeting Members put more money on the tax levy with your settlement than was necessary, given you know the cases that have recently been adjudicated or settled.

Town Administrator Kleckner updated the board on the Police Chief hiring process. A decision is coming soon.

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Saturday at the All Saints Church, will hold a special performance with cellist Peter Stumpf followed by the orchestra.

We have passed the two-year anniversary of the Declaration of Public Health Emergency. Thank you all staff, board members and the community for working together.

### PUBLIC COMMENT

Tom Kates spoke about the development project on 5 Washington, St. and the use of a crane. He feels this is a Boston project and Brookline should not be allowing them permissions. He is grateful towards the select board and even to the developers for now finally engaging with us. However, he feels the developer keeps threatening a longer project if permissions are not given; he thinks can will find a way to keep the work on the Boston side if they have to.

### MISCELLANEOUS

Question of approving the meeting minutes from March 8, 2022.

On motion it was,

Voted approving the meeting minutes from March 8, 2022

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### RENT REGULATORY AGREEMENT

Question of authorizing the Chair to sign a Rent Regulatory Agreement for four affordable units developed under the Town's Inclusionary Zoning requirement.

On motion it was,

Voted to authorize the Chair to sign a Rent Regulatory Agreement for four affordable units developed under the Town's Inclusionary Zoning requirement.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CONTRACT

Question of award of contract for the Brookline High School Third Floor Classroom and Quad Renovations to Lambrian Construction Corp. of Canton Massachusetts in the amount of \$8,482,000.00

On motion it was,

Voted to award of contract for the Brookline High School Third Floor Classroom and Quad Renovations to Lambrian Construction Corp. of Canton Massachusetts in the amount of \$8,482,000.00

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### BUDGET TRANSFER

Question of approving the following budget transfer request with the Information Technology Department in the total amount of \$95,000.

From: 19001942 IT Applications 10101 Permanent Full Time \$45,000

To: 1900192 IT Applications 524010 Prof/Tech Services \$45,000

From 19001942 IT Applications 510101 Permanent Full Time \$25,000

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To: 19001942 IT Applications 531015 Data Processing Supplies \$25,000

From: 19001942 IT Applications 510101 Permanent Full Time \$25,000

To: 19001942 IT Applications 551099 Education/Training/Conferences \$25,000

On motion it was,

Voted to approve the following budget transfer request with the Information Technology Department in the total amount of \$95,000.

From: 19001942 IT Applications 10101 Permanent Full Time \$45,000

To: 1900192 IT Applications 524010 Prof/Tech Services \$45,000

From 19001942 IT Applications 510101 Permanent Full Time \$25,000

To: 19001942 IT Applications 531015 Data Processing Supplies \$25,000

From: 19001942 IT Applications 510101 Permanent Full Time \$25,000

To: 19001942 IT Applications 551099 Education/Training/Conferences \$25,000

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AUTHORIZATION TO HIRES

Question of approving the authorization to hire request for the following positions in the Department of Public Works:

Motor Equipment Operator Grade 2 – Water and Sewer Division

Transportation Assistant – Engineering and Transportation Division

Conservation Assistant - Parks and Open Space Division

Question of approving the authorization to hire request for a Planning/Zoning Coordinator (GN-10) in the Regulatory Division of the Planning and Community Development Department.

On motion it was,

1. Voted to approve the authorization to hire request for the following positions in the Department of Public Works:

Motor Equipment Operator Grade 2 – Water and Sewer Division

Transportation Assistant – Engineering and Transportation Division

Conservation Assistant - Parks and Open Space Division

2. Voted to approve the authorization to hire request for a Planning/Zoning Coordinator (GN-10) in the Regulatory Division of the Planning and Community Development Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### CALENDAR

### SALE OF BONDS

Question of authorizing \$21,755,000 General Obligation Bonds of the Town to Fidelity Capital Markets and \$4,872,000 in Bond Anticipation Notes be awarded to Oppenheimer & Co., LLC.

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Acting Director of Finance Justin Casanova-Davis reviewed the bond sale providing a list of the items included. He added that this is a favorable rate and the Town has maintained their AAA bond rating.

On motion it was,

Voted to authorize \$21,755,000 General Obligation Bonds of the Town to Fidelity Capital Markets and \$4,872,000 in Bond Anticipation Notes be awarded to Oppenheimer & Co., LLC., as referenced in the materials provided by Mr. Casanova-Davis to the board.

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Abstained: Bernard Greene

### OAK STREET CONDO SALE

Question of approving and executing the Purchase and Sale Agreement for the 15 Oak Street Condominium, with terms substantially similar to the draft reviewed by the Select Board, and to delegate to Associate Town Counsel Jonathan Simpson all power and authority necessary to finalize and record the sale.

Associate Town Counsel Jonathan Simpson reviewed that the Closing is coming up, we are finished finalizing the Purchase and Sale right now and we'll hopefully have that before you soon, but today we are coming before you to execute the Purchase and Sale for 15 Oak Street. Also, to delegate to me the authority necessary to sign all of the documents.

On motion it was,

Voted to approve and execute the Purchase and Sale Agreement for the 15 Oak Street Condominium, with terms substantially similar to the draft reviewed by the Select Board, and to delegate to Associate Town Counsel Jonathan Simpson all power and authority necessary to finalize and record the sale.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

#### Brookline Commission for Women

Neela Kaushik

Neela Kaushik works in digital marketing and communications. Her business includes community outreach and team building. She founded and manages a thriving community platform for over 34,000 women that is one of the largest in India, offering support, resources, opportunities and interactions. Created a financially viable business model and built a brand around the community that stands for a safe online space for women and a nurturing ground to support their passions, business ventures and initiatives.

### MISSION INC LICENSE CONDITIONS CHANGE - COURIER SERVICE

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Question of approving the changes to Mission, Inc's license conditions to allow for home delivery courier service.

Attorney Jennifer Gilbert introduced the Mission Team and the members of Your Green Package delivery service. She reviewed that this is a straightforward application, similar to the one approved for NETA, and the courier service for Mission is the same as NETA's. There are some slight changes to paragraph 21 of the existing license to read that deliveries are allowed to originate from the site with Your Green Package because condition number 21 right now says that deliveries are not allowed and that's the standard language that was in all the licenses; deliveries are up and running now. Deliveries not only increases sales, but it also is helpful for folks that are immune compromised and do not want to come out of the house, or just simply want the convenience of delivery. It also reduces both the foot traffic and the vehicular traffic.

Chris Fevry, CEO of My Green Package courier service reviewed their business practice and explained the vehicles used for delivery are regulated by the state, and require significant security enhancements. The company is looking at electric vehicles due to the high gas process.

On motion it was,

Voted approving the changes to Mission, Inc's license conditions to allow for home delivery courier service.  
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### COMMON VICTUALLER LICENSE - CHANGE OF HOURS

Question of approving the application for a change in Common Victualler (Alcohol) hours for DC Associates LLC. d/b/a Garrison House at 6 Harvard Square.

From:

Monday - Saturday 11:00AM – 2:00AM

Sunday 12:00PM – 2:00AM

To:

Monday - Friday 11:00AM – 2:00AM

Saturday - Sunday 10:00AM – 2:00AM

Manager and business partner, Daniel Henn was present to review the application. The request is to open earlier on weekends to accommodate the brunch crowd. He provided a brief review of the new restaurant and hopes to see an increase in business.

On motion it was,

Voted to approve the application for a change in Common Victualler (Alcohol) hours for DC Associates LLC. d/b/a Garrison House at 6 Harvard Square.

From:

Monday - Saturday 11:00AM – 2:00AM

Sunday 12:00PM – 2:00AM

To:

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Monday - Friday 11:00AM – 2:00AM

Saturday - Sunday 10:00AM – 2:00AM

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### AIR RIGHTS LICENSE

Question of approving an air rights license for crane operations at 5 Washington Street.

Associate Town Counsel, John Buchheit, reviewed the request. The developer at 5 Washington Street are building a 5 story building in Boston on the Brookline line and will be constructing a crane that will have a boom that will weathervane over some Brookline roads. They are looking for us to grant permission to allow the boom to do that. The license gives us substantial protections and indemnifies the town and no materials will be transported over any town roads. The agreement provides a nominal fee to the town. We believe this is probably the best outcome for the town; there is a lot of ambiguity in the law in this area, we have taken the position to protect the town that we need this license and the developers willing to grant it to us and our devices that we proceed with it.

On motion it was,

Voted approving an air rights license for crane operations at 5 Washington Street, and to authorize the Town Administrator to sign the document.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### ALL ALCOHOL LICENSE PUBLIC HEARING

Question of approving the application for Country Club, d/b/a The Country Club at 191 Clyde Street, Brookline for an Alteration of Premises to remove the license from the grounds/golf course, and all buildings on the premises with the exception of the main clubhouse, the men's and women's locker rooms, and the adjacent tent for the period from June 11, 2022 to June 20, 2022.

Question of approving the application for Country Club, d/b/a The Country Club at 191 Clyde Street, Brookline for an Alteration of Premises of its license to expand the license to cover the entire premises and all club buildings beginning as of June 21, 2022.

Attorney Bob Allen and Kristen LaCount, manager of the Country Club were present. He reviewed the upcoming US Open at the Country Club, June 11 to June 20, 2022. The way it works is the USGA will be taking over control of the golf course on most of the outbuildings they will be turning over the property for tents and service tents. The USGA is seeking a temporary license to operate within the golf course. This application will be amend the license for a period of ten days and then amend it back to the way the license is currently. This is because a liquor license holder cannot have 2 licenses. The Country Club will retain their license for other areas within their property. All the required notifications will be adhered to.

Public hearing: no speakers.

On motion it was,

- Voted Finding that notice was duly given and after a public hearing the board here by votes to approve the application of the Country Club doing business, as the Country Club, Kristen LaCount,

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manager holder of a license to expose keep for sale and to sell all kinds of alcohol beverages to be drunk on the premises as a seven day club at 191 Clyde Street, Brookline Massachusetts for an alteration of premises of its license to remove from the license premises, the grounds and golf course including all buildings on the premises. With the exception of the main clubhouse the men's and women's locker rooms and the adjacent tent for the period from beginning June 11 2022 through June 20 2022.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

- Voted finding that notice was duly given and after public hearing the board here by votes to approve the application of the Country Club doing business, as the Country Club, Kristen LaCount manager, holder of a license to expose, keep for sale and to sell all kinds of alcohol beverages to be drunk on the premises as a seven day club at 191 Clyde street Brookline Massachusetts for an alteration of premises of its license to expand the license to cover the entire premises. Including the grounds, a golf course and all club buildings beginning June 21 2022.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### DEPARTMENTAL BUDGET REVIEWS

Review of the FY23 Departmental Budgets for the Council on Aging, Information Technology Department, and Human Resources/Benefits.

#### Human Resources/Benefits

What would you do with an unlimited budget?

- Increase staffing
- Increase training and development
- Provide training space

Two year review:

- Covid contact tracing
- Work from home policy
- Mental and emotional wellbeing initiatives
- Collective bargaining
- Policy and procedure updates
- Health and safety protocols
- Classification and compensation

In 5 years would like to see:

- Combined digital services
- Employee experience enhancements
- Learning and development enhancements

Ms. Braga discussed the hiring challenges mainly due to compensation challenges and shortages in professional trade positions.

Ms. Braga provided a short video introducing staff and their duties.

#### Information Technology

Chief Information Officer, Feng Yang presented.

Review of overall budget: Personnel 56%, Services 31% Capital 12%, Other 1% (\$15,050)

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### ARPA Proposals

- Enhancing and Securing IT infrastructure
- Security information platform and system administration
- Extending the Town's network

### Department highlights:

- IT staffing update
- Cyber security
- Digital services
- User support
- Leadership, Collaboration and Community Engagement

Ms. Feng spoke at length on cyber security challenges and efforts related to that. Staffing challenges and their support and customer service efforts. She also provided a brief update on the new website design.

### Council on Aging

Director of Council on Aging, Ruthann Dobek presented a powerpoint.

The budget is level funded at 1,010,000. There are 12 full time positions and 4 part time providing social services.

### ARPA request to address:

- Food Insecurity
- Transportation
- mental health
- technology

### What would you do with an unlimited budget:

- Expand transportation
- Sustained source of funding needed
- Expand Senior center space

### Challenges:

- Covid related issues
- Staffing concerns

### In five years would like to see:

- Complete Strategic plan
- Expand transportation services
- Incorporate ARPA funding into long term planning

Ms. Dobek spoke on their efforts to obtain outside funding from various sources. This helps with their limited budget.

### WARRANT FOR THE 2022 ANNUAL TOWN MEETING

Question of approving the Town Moderator's request for a remote Annual Town Meeting.

Question of approving and executing the Warrant for the May 24, 2022 Annual Town Meeting.

Deputy Town Administrator Melissa Goff reviewed the warrant articles and the moderator's request for a remote Annual Town Meeting.

On motion it was,



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In Select Board

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Voted to approve the Town Moderator's request for a remote Annual Town Meeting.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Voted to approve and execute the Warrant for the May 24, 2022 Annual Town Meeting.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

### WARRANT ARTICLES PUBLIC HEARING

Discussion and possible vote on Warrant Articles that will be reviewed and voted on by the Select Board for the 2022 Annual Town Meeting.

Chair Hamilton reviewed that there are some articles that the Select Board may not feel the need to review. She went through each article for input from the board. This will be formalized next week.

### BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

#### Advisory Council on Public Health

On motion it was,

Voted to appoint Charlie Homer to the Advisory Council on Public Health for a term beginning March 2022.

Voted to appoint James Perrin to the Advisory Council on Public Health for a term beginning March 2022.

Voted to appoint Andrea Epstein to the Advisory Council on Public Health for a term beginning May 1 2022.

Voted to appoint Leonard Jokubaitis to the Advisory Council on Public Health for a term beginning March 2022 as affiliate member.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

#### Preservation Commission

On motion it was,

Voted to reappoint Peter Kleiner for a term expiring in 2024

Voted to reappoint Richard Panciera, Vice Chair for a term ending in 2024.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy

Abstained: Raul Fernandez

There being no further business, the Chair ended the meeting at 9:40 pm

ATTEST

6.B.



**TOWN of BROOKLINE**  
*Massachusetts*  
**BUILDING DEPARTMENT**

Daniel F. Bennett  
Building Commissioner

To: Select Board

From: Anthony Guigli, Project Administrator

Date: 15 March 2022

Re: New Pierce School  
Construction Manager @ Risk (CM@R) Prequalification Committee  
Change of Membership

Last month the Select Board approved the membership of the Pierce School Construction Manager @ Risk (CM@R) prequalification committee with the following members; Bernard Greene (Select Board), Helen Charlupski (School Committee) Karen Breslawski (Building Commission), Margaret Clark (Miller Dyer Spears Architects) and Lynn Stapleton (Leftfield LLC). At this time, I respectfully request the Select Board appoint Ms. Janet Fierman to replace Ms. Karen Breslawski as the Building Commission representative. This action is requested to better facilitate the scheduling of meetings of the Committee.

Please call or email with questions.

Thank you for the consideration of the above.



## TOWN OF BROOKLINE DEPARTMENT OF PUBLIC HEALTH

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11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2303 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

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***Sigalle Reiss, MPH, RS/REHS***  
***Director of Public Health***  
***& Human Services***

March 15, 2022

### MEMORANDUM

**TO:** Select Board  
Town of Brookline

**FR:** Sigalle Reiss, MPH, RS/REHS, Director  
Public Health and Human Services

**RE:** FY22 Request for Appropriation Transfer

Please consider my request for the Select Board to authorize the transfer of available funds within the FY22 Public Health and Human Services budget. Brookline Department of Public Health would like to transfer \$3,200.00 from professional/technical services to the education/trainings/conferences and professional membership accounts. We request an additional \$3,250 be transferred from professional/technical services to office supplies and \$1,750 from medical/hospital services to office supplies. These funds will be allocated to cover the cost of professional memberships, professional development, conferences and supplies through the end of FY22.

	ORG	ORG NAME	OBJECT#	OBJ NAME	AMOUNT
From:	51105110	HEALTH ADMIN	524010	PROFESSIONAL/TECH SERVICES	\$2,000.00
To:	51005110	HEALTH ADMIN	553010	PROFESSIONAL DUES/MEMBERSHIPS	\$2,000.00
From:	51005110	HEALTH ADMIN	524010	PROFESSIONAL/TECH SERVICES	\$1,200.00
To:	51005110	HEALTH ADMIN	551099	EDUCATION/TRAINING/ CONFERENCES	\$1,200.00
From:	51005110	HEALTH ADMIN	524005	MEDICAL HOSPITAL SUPPLIES	\$1,750.00
To:	51005110	HEALTH ADMIN	531012	OFFICE SUPPLIES	\$1,750.00
From:	51005110	HEALTH ADMIN	524010	PROFESSIONAL/TECH SERVICES	\$3,250.00
To:	51005110	HEALTH ADMIN	531012	OFFICE SUPPLIES	\$3,250.00

Thank you for your attention and consideration of my request.

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

DATE: 3/15/22

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Public Health & Human Services

Department Name

	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	<u>51005110</u>	<u>Administration</u>	<u>524010</u>	<u>Professional/Tech Services</u>	<u>2000.00</u>
TO:	<u>51005110</u>	<u>Administration</u>	<u>553010</u>	<u>Professional Dues/Memberships</u>	<u>2000.00</u>
FROM:	<u>51005110</u>	<u>Administration</u>	<u>524010</u>	<u>Professional/Tech Services</u>	<u>1200.00</u>
TO:	<u>51005110</u>	<u>Administration</u>	<u>551099</u>	<u>Education/Training/Confere</u>	<u>1200.00</u>
FROM:	<u>51005110</u>	<u>Administration</u>	<u>524005</u>	<u>Medical/Hospital Services</u>	<u>\$1750.00</u>
TO:	<u>51005110</u>	<u>Administration</u>	<u>531012</u>	<u>Office Supplies</u>	<u>\$1750.00</u>
FROM:	<u>51005110</u>	<u>Administration</u>	<u>524010</u>	<u>Professional/Tech Services</u>	<u>\$3250.00</u>
TO:	<u>51005110</u>	<u>Administration</u>	<u>531012</u>	<u>Office Supplies</u>	<u>\$3250.00</u>
FROM:	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
TO:	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

*Sevally Meurs*  
DEPARTMENT HEAD

NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

\_\_\_\_\_  
\_\_\_\_\_

BOARD OF SELECTMEN



# Town of Brookline

## *Massachusetts*

### Authorization To Hire Request Form

1. Position **TITLE**: \_\_\_\_\_ Grade: \_\_\_\_\_

2. Department: \_\_\_\_\_ Division: \_\_\_\_\_

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: \_\_\_\_\_

4. Budgetary Information:

Department Code: \_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. \_\_\_\_\_

–

2. \_\_\_\_\_

–

3. \_\_\_\_\_

–

9. I have considered the following alternatives to filling this position:

\_\_\_\_\_  
\_\_\_\_\_

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

\_\_\_\_\_  
\_\_\_\_\_

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

---

---

12. Please attach the current position description.

13. Signatures:

Department Head Signature: _____	Date: _____
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
---------------------------	----------------------

15. Notes:





**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
Commissioner

## **Memorandum**

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To: Select Board  
From: Erin Gallentine, Commissioner of Public Works  
Date: March 17, 2022  
Re: **Authorization to Hire**  
Cc: Melvin Kleckner, Town Administrator  
Melissa Goff, Deputy Town Administrator  
Ann Hess Braga, Director of Human Resources

For your meeting on March 22, 2022 the Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request form and associated position description for the following position:

**DPW Central Administration**  
Senior Office Assistant – C5

### **Authorization to Hire**

The Senior Office Assistant is a critical position in the Commissioner's Central Administration office responsible for providing a high level of customer service, administrative and clerical work. The position answers and processes customer service inquiries, enters work orders, performs data entry, processes accounts payable, processes refuse bills, orders supplies, updates the webpage and updates social media. Many of the customer service inquiries are time sensitive and in need of quick response. This position facilitates timely and professional response for the Department.

Please see attached position descriptions for more information.





# Town of Brookline

## *Massachusetts*

### Authorization To Hire Request Form

1. Position **TITLE**: \_\_\_\_\_ Grade: \_\_\_\_\_

2. Department: \_\_\_\_\_ Division: \_\_\_\_\_

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: \_\_\_\_\_

4. Budgetary Information:

Department Code: \_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. \_\_\_\_\_

–

2. \_\_\_\_\_

–

3. \_\_\_\_\_

–

9. I have considered the following alternatives to filling this position:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorization To Hire Request Form


11. Suggested sources for specialized recruitment advertising: (other than local papers)

---

---

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	3/17/22
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
---------------------	--	----------------	--

15. Notes:

## SENIOR OFFICE ASSISTANT - DPW

Grade C-05

**POSITION PURPOSE:**

The purpose of this position is to perform customer service and administrative and clerical work of moderate difficulty and responsibility supporting the daily operations of the Department of Public Works; performing such duties in support of other divisions within the Department, as needed and assigned. Performs all other related work as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Provides customer service by answering questions both in person, via computer or by telephone. Answers Department telephone calls and refers requests or complaints to appropriate personnel; provides assistance to customers at the counter. Responds professionally to citizen concerns.

Performs all general clerical duties including, but not limited to, word processing, making copies, filing, data entry, answering the telephone, opening and delivering mail, etc.

Assists in all aspects of Department's administrative processes, requiring a thorough working knowledge of permitting processes, procedures and software, may act as a liaison between the public and inspectors.

Performs data entry work requests into the Department's Computerized Maintenance Management Systems (CMMS) and provides follow-up reporting for open requests

Prepares necessary administrative documents to ensure the timely and accurate processing of the Department's business functions. Maintains internal control system for monitoring, ordering, and distributing materials and office supplies

Processes accounts payable; enters data and maintains records; researches vendor requests for payment schedule.

Prepares final refuse bills; responsible for answering citizen questions regarding such bills including preliminary research regarding abatements.

Maintains routine reports, e.g., street light outages to the utility company.

Performs similar or related work as directed, required, or as situation dictates.

**SUPERVISION:**

*Complexity:* Performs varied and responsible functions requiring a thorough knowledge of departmental operations, policies, procedures and practices.

## 6.G.

*Independent Action:* Works under the direct supervision of the Administrative Manager in accordance with established methods and procedures; works independently to complete assignments according to prescribed time schedules. Duties require considerable attention to detail and accuracy.

*Supervisory Responsibility:* None.

### **WORK ENVIRONMENT**

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment. The nature and volume of work fluctuate according to billing cycles.

Operates computer, printer, telephone, copier, and all other standard office equipment.

Makes frequent contact with other town departments and members of the public. Employee has access to confidential personnel and financial information.

Most errors are easily detected and corrected through the system of checks and balances; however, errors could result in loss of revenue.

### **RECOMMENDED MINIMUM QUALIFICATIONS**

#### **EDUCATION AND EXPERIENCE**

High school diploma; Associate's degree preferred; three years of office experience; customer service and/or municipal experience preferred; or an equivalent combination of education and experience.

#### **KNOWLEDGE, ABILITY AND SKILL**

**Knowledge** of office practices and procedures; knowledge of basic bookkeeping and/or accounting procedures; knowledge of Division's operations and services.

**Ability** to work independently, organize time and accomplish tasks with accuracy and attention to detail; ability to communicate effectively with the public verbally and in writing; ability to read maps.

**Skills:** Interpersonal skills; computer skills; including word processing, spreadsheets and graphic applications; typing and office skills; organizational skills.

#### **PHYSICAL REQUIREMENTS**

Minimal physical effort is required to perform duties; ability to walk, stand, sit, speak and hear and operate office equipment; vision requirements include the ability to read documents and use a computer.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

## PURCHASE AND SALE AGREEMENT

1. PARTIES AND MAILING ADDRESSES: This \_\_\_\_ day of March, 2022, **TOWN OF BROOKLINE**, with an address of 333 Washington Street, Brookline, Massachusetts 02445, hereinafter referred to as the SELLER or Seller, agrees to SELL **and MATTHEW PIATETSKY and NADEZHDA KARPOVA**, with an address of 15 Green Street, Brookline, Massachusetts, 02446, hereinafter collectively referred to as the BUYER or Buyer (SELLER and BUYER are sometimes hereinafter collectively referred to as “the Parties”), agrees to BUY, upon the terms hereinafter set forth, the following described Premises:
  
2. DESCRIPTION: **Unit No. 17** (the “Unit”) of 15-19 Oak Street Condominium (the “Condominium”) created pursuant to Chapter 183A of the Massachusetts General Laws (the “Act”) by Master Deed dated January 30, 2006, and recorded with the Norfolk Registry of Deeds at Book 23353, Page 210 (the “Master Deed”), together with (a) an undivided **34** percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-Laws of the organization of unit owner, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the “Condominium Documents”). The above described Premises are those conveyed to the SELLER by deed dated January 28, 2019 and recorded at the Norfolk County Registry of Deeds in Book 36589, Page 416 (the “Premises”).  
The mailing address is 17 Oak Street, Brookline, MA 02467
  
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, as of the date of the BUYER’S inspection. It is expressly understood that any items of personal property conveyed under this Agreement are conveyed for no additional consideration or attributed value.
  
4. TITLE DEED: Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (c) Any liens for municipal betterments assessed after the date of the delivery of such deed; and

## 8.A.

- (d) The provisions of the Act and the Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium
- (e) All restrictions, easements and encumbrances referred to in the Condominium Documents;
- (f) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises as a residential condominium unit.

5. PLANS: If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE: In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE: The agreed purchase price for said Premises is One million, Six Hundred Fifty Thousand Dollars (\$1,650,000), of which

\$ 5,000.00	have been paid this date with the Offer to Purchase;
\$ 0.00	has been paid as an additional deposit;
\$ 1,645,000.00	are to be paid at the time of delivery of the deed by wire transfer to an account designated by the SELLER.
\$ 1,650,000.00	<hr/> TOTAL

8. CLOSING COSTS: The costs attributed to the Closing of the Property shall be the responsibility of the BUYER. The fees and costs related to the Closing shall include a title search (including the abstract and any owner's title policy), recording fees, and any other costs by the title company that is in standard procedure with conducting the purchase of a property in Greater Boston area. SELLER shall be responsible for all closing fees and expenses customarily attributed to the SELLER including but not limited to: brokers fees, tax stamps (to the extent tax stamps are necessary), recording fees (discharges, 6D etc).
9. BANK FINANCING: The BUYER's ability to purchase the Property is contingent upon the BUYER's ability to obtain financing through a conventional or other institutional loan:

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of up to \$925,000.00, at prevailing rates, terms and conditions. If despite the BUYER'S reasonable efforts a firm, written commitment for such loan subject only to reasonable conditions within BUYER's direct control to timely satisfy, is not obtained on or before April 1, 2022 the BUYER may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded to BUYER, and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. All parties to this Agreement recognize that payments accompanying any Offer to Purchase made prior to this Agreement will not be refunded. In no event will the BUYER be deemed to have used reasonable efforts to obtain such commitment unless the BUYER submits a complete

## 8.A.

mortgage loan application conforming to the foregoing provisions within three (3) business days of BUYER receiving a fully executed copy of this Agreement from SELLER. BUYER shall not be required to submit more than one (1) mortgage loan application to be deemed to have used reasonable efforts in accordance with the terms of this provision.

10. SALE OF ANOTHER PROPERTY: BUYER's performance under this Agreement shall not be contingent upon selling another property.
11. TIME FOR PERFORMANCE; DELIVERY OF DEED: Such deed is to be delivered by 12:00 o'clock P.M. on the 6th day of April 2022, at the Closing Attorney's office, Gilmartin Magence LLP, 305 Washington Street, Newton, MA, unless otherwise agreed upon in writing (sometimes referred to herein as the "Closing" as the same may be modified pursuant to the terms of this Agreement). It is agreed that time is of the essence of this agreement including but not limited as to any modifications of any Closing date, time for performance, contingency, or any other deadline set forth in this Agreement.
12. POSSESSION AND CONDITION OF PREMISES: BUYER shall obtain full possession and occupancy of the Property and its exclusive use areas at Closing. Furthermore, the Property and its exclusive use areas shall be free of all tenants and occupants as well as debris, and all personal property not specifically set forth in this Agreement. SELLER is to transfer possession of the Property in the same condition as of the time of BUYER's offer, excepting as otherwise agreed by Seller and Buyer and reasonable wear and tear. Said premises to be then (a) in the same condition as of the time of BUYER's inspection, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of this Agreement including any instrument referred to in clause 4 hereof and all other terms/conditions of this Agreement. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause and Agreement.
13. SELLER'S INDEMNIFICATION: Except as otherwise stated in this Agreement, after recording, the BUYER shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither SELLER nor their licensed real estate agent(s) or any other agent(s) of the SELLER, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the SELLER only, and which is based upon the best of the SELLER's personal knowledge.
14. ACCEPTANCE OF DEED: The acceptance and recording of a deed by the BUYER or their nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or are stated in this Agreement to survive the delivery of said deed.
15. ADJUSTMENTS: Real Estate Taxes for the then current fiscal year and common expenses for the then current month shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The conveyance of said Premises shall be deemed to include the SELLER's allocable share of any working capital or other reserve funds held by the organization of unit owners, without adjustment or payment of any additional consideration by the BUYER.

## 8.A.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES: If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
17. BUYER'S DEFAULT; DAMAGES: If the BUYER shall fail to fulfill the BUYER'S agreements herein, and the SELLER has fulfilled SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be SELLER's sole and exclusive remedy at law or in equity for any default by BUYER hereunder.
18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
19. WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Brokers: NONE, other than those set forth in this Purchase and Sale Agreement and any Riders/Addendums attached hereto and incorporated herewith.
20. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written Instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile, emailed, digitally signed, or electronically scanned copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
21. LEAD PAINT LAW: The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential Premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
22. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS: The SELLER shall, at the time of the delivery of the deed, deliver an original unexpired certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.



23. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended until the first to occur of the following: (a) the day before BUYER's mortgage and/or rate lock commitments expire, or (b) for a period of up to thirty (30) calendar days or for a shorter period of time as may be necessary to cure such defect or otherwise make the Premises conform to the provisions of the Agreement. In the event such extension negatively impacts BUYER's mortgage, the thirty (30) calendar day right to extend shall be reduced to one (1) business day before BUYER's rate lock or commitment expiration deadline. SELLER shall notify BUYER in writing once title has been cleared and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.

24. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.:

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto unless the BUYER elects to accept title in accordance with Paragraph 25 below.

25. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

Notwithstanding anything in this Agreement to the contrary, in the event the said Premises shall have been damaged by fire, vandalism or other casualty insured against or not, in an amount in excess of \$25,000.00, whether or not the Premises shall have been restored prior to Closing, or in the event of a taking of all or part of the Premises by eminent domain, BUYER shall have the option of revoking this Agreement by written notice to the SELLER, whereupon all deposits made by the BUYER shall be forthwith refunded and this Agreement shall become null and void and without further recourse to the Parties hereto.

26. INSURANCE

The SELLER represents that at the time of execution of this Agreement, the organization of unit owners maintains insurance with respect to the Condominium as follows, which shall remain true through Closing:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Fire and Extended Coverage	as required by Master Condo Documents

## 8.A.

All risk of loss shall remain with SELLER until delivery, acceptance and recording of the deed by the BUYER or the BUYER's nominee, as the case may be. Until the Closing, the SELLER shall maintain any supplemental insurance now in effect covering the Unit itself and any fixtures therein. BUYER agrees to assume the cost of 1/3 of the premiums paid from the commencement of the twelve-month policy on February 16, 2022 for the portion of the policy term remaining subsequent to the Closing.

### 27. EVIDENCE OF INSURANCE

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Condominium insurance referred to in Paragraph Twenty-Six (26) as then in effect in the form as required by BUYER's lender.

### 28. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.

### 29. BROKER'S FEE

A Broker's fee for professional services in the total amount as per separate agreement is due from the SELLER to Keller Williams RE ("KW") and Sotheby's International Realty ("Sotheby's") the Broker(s) herein, to be divided, but only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, BUYER and SELLER hereby authorize the release to the broker(s) named herein, of the HUD/Closing Disclosure/ALTA Settlement Statement or similar closing statement signed by the Parties pursuant to this Agreement.

BUYER's Selling Agent:

Agent Name: Jonathan Slater

Agent License Number: 9564582

Agent Phone Number: 617-216-4000

Agent Email: jonathan@slater1.com

Company Name: Keller Williams Realty

Company License Number: 8526

Company Address: 1340 Centre Street, Suite 202, Newton, MA 02459

Agent Name: Jesse Gustafson

Agent License Number: 9505279

Agent Phone Number: 617-642-4787

Agent Email: jesse.gustafson@unlimitedsir.com

Company Name: Unlimited Sotheby's International Realty

Company License Number: 8569

Company Address: 673 Centre Street, Jamaica Plain, MA 02130

## 30. DEPOSIT

All deposits made hereunder shall be held in an FDIC insured non-interest-bearing escrow by Unlimited Sotheby's International Realty as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given and signed by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder and all other disbursements to be made in accordance with and as outlined on the HUD/Closing Disclosure/ALTA Settlement Statement or similar closing statement signed by the Parties pursuant to this Agreement.

## 31. ADDITIONAL PROVISIONS

At the time of delivery of the deed, the Seller shall deliver to the Buyer a statement from the organization of unit owners in recordable form and setting forth in accordance with Section 6(d) of the Act, that there are no outstanding common expenses assessed against the Unit through the end of month in which the closing takes place.

**Rider A is attached hereto and incorporated by reference.** If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty-One (31), inclusive of this Agreement or with any addenda or exhibits hereto, the provision contained in the Riders shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO  
HAVE SIGNED  
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION

*[remainder of page left intentionally blank; signature page to follow]*

## 8.A.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER

\_\_\_\_\_  
Town of Brookline

[David Geanakakis acting as Chief Procurement Officer on behalf of Town of Brookline.]

David Geanakakis declares with their above-signature that they hold the legal power and authority to act on behalf of the Town of Brookline in this matter.

BUYER,

\_\_\_\_\_  
Matthew Piatetsky

\_\_\_\_\_  
Nadezhda Karpova

## 8.A.

### RIDER A. TO PURCHASE AND SALE AGREEMENT BETWEEN

**Town of Brookline (“SELLER”)**

AND

**Matthew Piatetsky and Nadezhda Karpova (“BUYER”)**

32. All notices required to be given hereunder shall be in writing and deemed duly given when: (a) hand delivered, or (b) delivered via recognized express/overnight carrier, or (c) sent via facsimile with proof of delivery and transmission, or (d) sent via e-mail with proof of delivery and transmission, addressed as follows:

If to SELLER:

Jonathan Simpson, Esquire  
Brookline Town Hall  
333 Washington Street, 6<sup>th</sup> Floor  
Brookline, MA 02445-6853  
Telephone: 617-730-2190  
Fax:  
E-mail: [jsimpson@brooklinema.gov](mailto:jsimpson@brooklinema.gov)

and

If to BUYER:

Brian J. Spillane, Esquire  
65 Elliot Street  
Norwood, MA 02062  
Ph: 781-636-8167  
Email: [bspill44@yahoo.com](mailto:bspill44@yahoo.com)

or to such other address or addresses as may from time to time be designated by either party by written notice to the other. Notwithstanding the foregoing, delivery of notice to any of the Brokers or directly to the Parties identified in this Agreement shall be sufficient if service is not made upon the foregoing attorneys (for example, the fax machine and/or email server is not working properly when attempting to serve notice) provided that service is forthwith afterward provided on the foregoing attorney(s).

33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders (and their agents), contractors, architects and the like and insurance agents, reasonable access, at reasonable times, to the said Premises and Condominium for the purpose of taking measurements, conducting inspections, and the like. Said right of access shall be exercised only in the presence of SELLER, or the Broker named herein, and only after reasonable prior notice, either written or oral, to the SELLER. In any event, it is agreed that notice twenty-four (24) hours in advance shall be deemed to be “reasonable prior notice” pursuant to this paragraph.
34. Notwithstanding any other provisions of this Agreement regarding the conditions of said Unit and Condominium, at the time of the delivery of the deed hereunder, the Unit and its exclusive use areas shall be broom swept and clean, free of all of SELLER’s debris (including none left at curbside) possessions (except for those items being conveyed with the Premises as provided in this Agreement)

## 8.A.

and all appliances and systems shall be in the same working order and physical condition at the Closing as they were at the time of BUYER's inspection (except for any items to be completed pursuant to this Agreement or any agreement between the Parties), reasonable wear and tear excepted.

35. BUYER acknowledges that BUYER has been given the opportunity to conduct any and all inspections of the Unit desired by the BUYER, and that BUYER accepts the Unit, subject to the terms of Paragraph Twelve (12) hereof, "AS IS" (as of the time of BUYER's inspection), except for any items to be performed and/or completed pursuant to this Agreement or any agreement between the Parties and subject to the terms of this Agreement, and is not relying upon any representations of the SELLER or SELLER's agents except as previously made in writing or expressly set forth herein.
36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a Broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the deed hereunder.
37. SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by BUYER's lender or BUYER's attorney or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) that there are no facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and stating that the SELLER does not intend to lend to the BUYER a portion thereof; (e) urea formaldehyde foam insulation ("UFFI") Disclosure Affidavit stating that to the best of SELLER's knowledge there is none in the Premises; (f) the appropriate IRS 1099-S reporting form, if applicable, (g) HUD/Closing Disclosure/ALTA Settlement Statement or similar closing statement, and (h) Chapter 188, Section 13 affidavits (based on REBA form) and any other title clearing documents necessary to release homestead rights, including, without limitation, provisions to be included in the deed as may be requested by BUYER's attorney.
38. SELLER agrees that if any mechanic's or materialmen's liens with respect to work done on the Premises on SELLER's behalf are recorded after the delivery of the Deed, SELLER will promptly cause such liens to be duly discharged of record. SELLER agrees to indemnify and hold BUYER harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on the Premises. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
39. Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Unit and its exclusive use areas at the same level of effort and expense as the SELLER has maintained and/or serviced the Premises and its exclusive use areas for the SELLER's own account prior to the date of this Agreement and without any deferral of maintenance or repairs, including maintaining and landscaping the grounds and lawn.
40. At the Closing, SELLER shall be deemed to have assigned to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees,

## 8.A.

if any, covering any and all systems, fixtures, equipment and appliances as well as those covering any termite or other pest treatments in connection with the Premises. SELLER will also provide BUYER, at Closing, with all keys, access cards, security codes, automatic garage door openers and with all manuals and other documentary information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises. It is understood that SELLER will provide the manuals as an accommodation to BUYER, and it is not a condition of Closing

41. Paragraph twenty-three (23) of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Unit and Condominium, and their compliance with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Unit and Condominium and to which the Unit and Condominium are subject under the terms of this Agreement. Paragraph twenty-three (23) of this Agreement shall not, however, be construed to excuse SELLER from vacating the Unit at the time set for Closing for reasons such as intentional incompleteness of any inspection issues, unavailability of movers, inconvenience or other such delays in performance hereunder.
42. In the event any apportionment/adjustment or mathematical error pursuant to this Agreement are, within ninety (90) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) calendar days from the date of the invoice. The provisions of this paragraph shall survive delivery of the deed hereunder for ninety (90) calendar days.
43. Intentionally Deleted.
44. SELLER warrants and represents that SELLER is not a "*foreign person*" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation.
45. By executing this Agreement and in order to facilitate the execution and delivery of certain documents contemplated hereby, the BUYER and SELLER hereby grant to their respective attorneys the actual authority to: (a) execute and deliver on each respective party's behalf any document to terminate, grant extensions, modify or amend this Agreement in writing, and/or (b) any notice that may be given under this Agreement, and the Parties shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding.
46. BUYER acknowledges receipt of the following Condominium Documents, all as recorded with the Norfolk Registry of Deeds: Master Deed recorded in Book 23353, Page 210; Declaration of Trust recorded in Book 23353, Page 232. SELLER represents that there are no other Condominium Documents which govern the Condominium, including any other rules or regulations, and that to the best of SELLER's knowledge and belief, there are no plans for amendments of the Condominium Documents. In the event any amendments are made, or proposed to be made, to the Condominium Documents prior to the Closing, or any amendments have been made prior to the execution of this Agreement which have not been disclosed to BUYER, SELLER shall promptly provide BUYER with copies of such amendments. BUYER shall have the option to terminate this Agreement if in BUYER's reasonable judgment such amendment shall (i) materially adversely affect the Premises or (ii) substantially alter the common areas or BUYER's interest therein. In the event any item(s) come up for

## 8.A.

decision by the Condominium Association between the date of the signing of this Agreement and the Closing, SELLER shall notify the BUYER of the subject matter thereof and BUYER shall be afforded the opportunity to attend (but not vote at) any such meetings with respect thereto, provided that the Condominium Documents do not prohibit BUYER's attendance. If any items come up for a vote with respect to the foregoing that would be unacceptable to BUYER's lender or would materially affect BUYER's use of the Premises (including, without limitation, BUYER's ability to lease the Unit, BUYER's ability to have a pet in the Unit), or would result in an increase in BUYER's monthly common area expenses in excess of ten (10%) percent, or would result in a supplemental/special assessment, and BUYER is not reasonably satisfied with the outcome of such vote, BUYER shall have the option to terminate this Agreement. In the event BUYER terminates this Agreement pursuant to this Paragraph, all deposits made hereunder shall forthwith be refunded to BUYER in full, any and all other obligations of the Parties shall cease and this Agreement shall be void and without further recourse to the Parties hereto.

47. Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict Massachusetts case law and/or any expressed term or condition of this Agreement.
48. Without limitation of any other provisions of this Agreement, said Unit shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to said Unit is insurable for the benefit of the BUYER, in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to the exceptions permitted under paragraph four (4) and those printed exceptions to title normally included in the "jacket" to such form or policy and also insuring that the Condominium has been legally established and is validly existing in accordance with MGL c. 183A, and the Premises are in compliance with all recorded land use documents, including without limitation, Certificates of Compliance for any outstanding Orders of Conditions, with all required land use completion documents to be recorded at or prior to the Closing and contain either no continuing conditions or only those conditions requiring reasonable property maintenance. It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement, whereupon all deposits made by the BUYER pursuant to this Agreement shall be refunded to BUYER forthwith and this Agreement shall be null and void and without further recourse to the Parties hereto.
49. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - (a) All Condominium buildings, structures and improvements, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Condominium shall be wholly within the lot lines of the Condominium and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;
  - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Condominium from other premises;



## 8.A.

(d) The Condominium abuts and has vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Condominium is located and the Condominium and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) The Condominium shall be legally and validly created and existing and not in violation of or subject to any state or local law, ordinance, or regulation which would adversely affect the continued existence and validity of the Condominium or which would prevent the BUYER from possessing and using the Unit for the purpose for which it is intended or from transferring or conveying BUYER's right, title and interest in and to the Unit.

(f) All existing utilities servicing the Premises are provided directly from a public street or private way, or via validly recorded easement with perpetual right of use;

(g) Complete Certificates of Compliance for any outstanding Orders of Conditions have been recorded or delivered for recording prior to the Closing; If any Order of Conditions does not affect the lot directly but relates to the infrastructure of the subdivision, the SELLER shall deliver to the BUYER prior to Closing such evidence as BUYER's attorney deems reasonably suitable to establish that no portion of the Premises are subject to the Order of Conditions and that suitable bonding has been placed with the City or Town to guarantee the completion of the work set forth in the Order of Conditions;

(h) No portion of the Condominium is located within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone area as determined under the rules and procedures of the Federal Flood Plain Insurance Program which requires the carrying of flood insurance;

50. The SELLER represents to the best of SELLER's knowledge and belief without conducting any independent investigation or inquiry of any kind or nature that the following information is true and accurate as of the date of this Agreement and shall remain true and accurate as of the date of Closing:

A. the current monthly Condominium common area and facilities charges for the Unit are \$0; there are no additional fees paid to the Condominium for parking; there are no outstanding, unpaid special or supplemental assessments for the Unit; and as of the date of this Agreement, SELLER has not received actual or constructive notice, and has no knowledge that there are any approved, pending, anticipated, contemplated or intended: (i) special or supplemental assessments, (ii) increases in the common area expenses, or (iii) repairs, replacements or improvements which would likely or possibly result in a special or supplemental assessments, or an increase in the common area expenses; it is expressly understood that the SELLER shall be responsible for the full amount of any assessments announced prior to Closing whether or not such assessments may be paid, in whole or in part, after the Closing and notwithstanding any agreement by the organization of Unit Owners to allow such payments to be made in installments;

B. there are no pending, threatened or contemplated lawsuits, actions, orders, decrees, claims, writs, injunctions or proceedings on behalf of or against the SELLER or the Unit, nor to the SELLER's best knowledge, on behalf of or against the Condominium Trust or Condominium Trust Association;

C. there is no pending, threatened or contemplated bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement. In the event that SELLER files for bankruptcy, or if involuntary

## 8.A.

proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void and without recourse to the Parties hereto;

- D. there are no other existing rights, e.g. rights of first refusal, or other consents required for the completion of delivery of the deed other than the existing mortgages, if any, on the Premises which SELLER shall secure releases for using the purchase money hereunder;
- E. there are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Condominium premises and the SELLER has no knowledge of the Condominium having removed such tanks or apparatus from the Condominium premises and has no knowledge of any releases into the soil from any such tanks or apparatus; and other than reasonable quantities of normal household products, there has been no release of any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated, disposed of, or otherwise deposited, in, on, about or from the Condominium.
- F. SELLER has no knowledge of any conditions of the Condominium premises or the Unit which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters;
- G. as of the date hereof, the SELLER has received no notice from any municipal, county, state or federal agency asserting or alleging that the Condominium premises or the Unit are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- H. Any improvements, installations and additions to the Unit and/or exclusive use areas during SELLER's ownership have been performed in compliance with all applicable laws, ordinances and regulations;
- I. the Unit and the Condominium premises are connected to and served by municipal water and sewer;
- J. SELLER has received no notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Condominium or the Unit, and SELLER represents that SELLER has no knowledge of any municipal betterments affecting the Condominium or the Unit approved, pending, proposed or contemplated by the Town of Brookline, MA which is likely to result in an assessment against the Condominium or the Unit;
- K. SELLER hereby represents that SELLER currently has a standard so-called HO-6 insurance policy and has not been turned down for insurance due to the Unit's or the Condominium's claim history nor is SELLER required to pay an increased premium for such insurance based on said claim history;
- L. SELLER has not been required to purchase flood insurance;

## 8.A.

51. Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement. SELLER will promptly notify BUYER of any change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement (“SELLER Notice”) and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without further recourse to the Parties hereto.
52. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures shall be construed as original, except as to the deed and the Closing documents and except as to documents intended to be recorded, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
53. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town of Brookline, MA, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town of Brookline, MA (“Inspector”). In the event that there are any “open” building permits, then prior to Closing, SELLER shall obtain a final sign off by the Inspector for said “open” building permits. In the event SELLER has caused work to be done to the Premises without obtaining the requisite permits, then prior to Closing, SELLER shall apply for a permit, and shall obtain a final sign off by the Inspector for said work.
54. SELLER shall cooperate with BUYER in BUYER’s efforts to obtain mortgage financing by furnishing BUYER’s prospective lender(s), in a timely manner, with such information as the lender(s) may reasonably request, including without limitation a completed and signed so-called “Condominium Questionnaire” or the like.
55. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
56. SELLER warrants that SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.
57. Pursuant to the so-called “Integrated Disclosure Rule” (“TRID”) issued by the Federal Consumer Finance Protection Bureau (“CFPB”) regulations, lenders/Creditors are required to deliver all final figures and the Closing Disclosure form to the BUYER/Consumer at least three (3) business days prior to the Closing/Consummation. As a result, the Parties and their respective real estate brokers/agents, and/or their respective counsel, agree that they must provide the lender/Creditor’s closing agent with all final figures, readings, adjustments and the like as specified in this Agreement (such as water, sewer, real estate taxes, oil in tank, HOA fees, etc.), at least five (5) days prior to Closing/Consummation. If the BUYER’s lender/Creditor is required to give the BUYER new disclosures in accordance with the CFPB regulations, or any other such regulation which will require extension of the Closing, the SELLER hereby agrees to extend said Closing/Consummation date for an aggregate period not to exceed five (5) business days so that the BUYER’s lender/Creditor is in compliance with the said regulations without prejudice to the BUYER or the BUYER’s deposit. No claim, counterclaim or cause

## 8.A.

of action for any loss or damage resulting from an extension hereunder, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this paragraph. In the event of such extension, all closing adjustments shall be made as of the original scheduled Closing date, the intention of which is to place the SELLER in the same financial condition as existed on the original Closing date.

58. The closing attorney shall use its best reasonable efforts to record the appropriate closing documentation at the Registry of Deeds on the Closing date. The Parties understand, however, that depending on the time and location of the Closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered to be in default with the terms of this Agreement.
59. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective legal counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement or any portion hereof being considered to have been drafted by legal counsel for either party hereto.

*[remainder of page intentionally left blank; signature page to follow]*

## 8.A.

SELLER

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Town of Brookline

[David Geanakakis acting as Chief Procurement Officer on behalf of Town of Brookline.]

David Geanakakis declares with their above-signature that they hold the legal power and authority to act on behalf of the Town of Brookline in this matter.

BUYER,

---

Matthew Piatetsky

---

Nadezhda Karpova

## **FOOD VENDOR**

Applicant: TN Capital, LLC.  
DBA: Monton Nutrition  
Location: 807 Boylston Street, Brookline

### **Application Details:**

Question of approving the application of a Food Vendor for TN Capital, LLC. d/b/a Monton Nutrition at 807 Boylston Street. Hours of operation will be Sunday - Saturday 6:00 am to 9:00 pm.

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

## Checklist for Food Vendor



- ☒ Food Vendor Application
  - ☐ Description of Operations
  - ☒ Copy of menu
  - ☒ Vote of Corporation
  - ☒ Litter Letter
  - ☒ Delivery description
  - ☒ Renovation Form
  - ☒ License Interview Form
  - ☒ State Tax Verification Form
  - ☒ Three letters of reference
  - ☒ A set of: a description, illustration, and/or detailed plans
  - ☒ Certificate of Occupancy, Use, or Inspection agreement
  - ☐ Workers' Compensation Form (required prior to opening)
  - ☐ General Liability Insurance Certificate (required prior to opening)
  - ☒ Entertainment Application
  - ☒ Outdoor Seating Application
- 
- ☒ Report from Brookline Police
  - ☐ Report from Building
  - ☒ Report from Fire
  - ☒ Report from Health
  - ☐ DPW (Outside seating only)

MEMORANDUM

TO: Pat Maloney, Acting Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Richard E. Allen, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Food Vendor

DATE: January 19, 2022

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May we please have reports on the attached application:

Applicant: TN Capital, LLC.  
DBA: Monton Nutrition  
License Type: Food Vendor  
Location: 807 Boylston Street, Brookline. Ma 02467

**Application Details:**

Request of approving the application of a Food Vendor for TN Capital, LLC. d/b/a Monton Nutrition at 807 Boylston Street. Hours of operation will be Sunday - Saturday 6:00 am to 9:00 pm.

This application is scheduled to go before the Board on **March 22, 2022**. May we please have the reports no later than **March 15, 2022**.

Thank you.





**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
Building Commissioner

**INTEROFFICE MEMORANDUM**

---

**Date:** March 18, 2022

**To:** Melvin Kleckner  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** **807 Boylston Street** - Application from TN Capital, LLC., d/b/a Monton Nutrition, Maria Batine, Owner, for a Food Vendor License with hours of operation, Sunday-Saturday 6am-9pm (your memo dated January 19, 2022).

The subject premises is located in a L-0.5 (Local Business) Business District. The use as a take-out food business is permitted as of right per Section 4.07, Use #29 of the Town of Brookline Zoning By-Law.

The premises conforms to the pertinent provisions of the State Building Code as a business offering **take-out food only with no seating**.

The application is reminded that all signs and advertising devices require review by the Planning Board and a building permit prior to the installation. Also, all building, plumbing, gas fitting, electrical, mechanical work require permits from the Building Department. A building permit is required for the work described in the application and a certificate of occupancy is required prior to opening to the public.

If an odor problem occurs as a result of this use, an odor control system designed and stamped by a professional registered engineer must be installed with maintenance and cleaning schedule to be submitted to the Building Department.

The Building Department has no objection with the Application from TN Capital, LLC., d/b/a Monton Nutrition, Maria Batine, Owner, for a Food Vendor License with hours of operation, Sunday-Saturday 6am-9pm



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

***Sigalle Reiss, MPH, RS/REHS***  
***Director of Public Health***  
***& Human Services***

To: Melvin Kleckner,  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 03/10/2022

Re: TN Capital, LLC., Applicant  
Monton Nutrition  
807 Boylston St, Brookline, MA 02446  
Food Vender License

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Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above noted establishment. BDPH has no objection to issuing a Food Vender License.

This recommendation is under the following conditions:

- The establishment must submit all required food vender permit applications along with the applicable fees to the BDPH.
- All BDPH plan review requirements must be completed.
- Any now/future renovation must comply with Health Code requirements.
- The establishment must maintain Food Safety, and Allergy Awareness (if applicable).
- The operator must provide a Trash Management Plan for review and approval by BDPH.
- The establishment receives a pre-operational inspection prior to the issuance of license.
- The operator must contract and maintain a licensed pest control operator.
- The establishment must comply with the Town By-Laws on the use of Polystyrene.

**BROOKLINE POLICE DEPARTMENT***Brookline, Massachusetts*

Richard E. Allen  
Chief of Police (Acting)

Sergeant Robert Teahan  
Patrol Supervisor  
Brookline Police Dept.  
(617) 730-2654  
Rteahan@brooklinema.gov

TO: Deputy Superintendent Paul Cullinane

RE: TN Capital, LLC.  
BDA: Monton Nutrition  
License: Food Vendor  
Location: 807 Boylston Street, Brookline  
Date: March 8, 2022

---

Sir,

I received a memorandum from Town Hall regarding an application for a Food Vendor for TN Capital, LLC. d/b/a Monton Nutrition at 807 Boylston Street. Hours of operation at this location will be Sunday – Saturday 6am to 9pm. This locations menu consists of Fruit Smoothies and Tea's. At this time, a liquor license application is not included with this application.

The owner(s) Maria Batine is not known to the Brookline Police Department and I have reviewed the application, as well of the call for service to the above address and see no reason to deny the application.

Respectfully Submitted,

Sgt. Robert Teahan #10  
(617) 730-2654



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR NEW LICENSE  
FOOD VENDOR  
(TAKE OUT ONLY - NO SEATING)**

DATE: March 17<sup>th</sup> 2022

LOCATION: 807 Baylston Street, Brookline Ma 02467

APPLICANT: Maria E Batine  
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Morton Nutrition

BUSINESS OWNERSHIP-INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Morton Nutrition

NAME	TITLE	ADDRESS	PHONE#	EMAIL ADDRESS
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<u>Maria E Batine</u>	<u>owner</u>			
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NAME	TITLE	ADDRESS	PHONE #	EMAIL ADDRESS
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617-816-6449 Morton Nutrition @  
gmail.com

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: Mon - Friday HOURS: 6:00AM - 9:00PM

DAYS: Saturdays HOURS: 6:00am - 9:00pm

DAYS: Sundays HOURS: 6:00AM - 9:00PM

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? \_\_\_\_\_

IF YES, LOCATION: AND DATES: N/A

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: \_\_\_\_\_

IF YES, LOCATION: AND DATES: Yes  
on the edge nutrition

MENU: (GENERAL TYPE OF FOOD SERVED)

Smoothies & Teas.

FLOOR SPACE SQ. FT.

1,200

NUMBER OF PARKING SPACES (IF ANY):

N/A

NUMBER OF EMPLOYEES:

1

APPLICANT SIGNATURE

Maria Batine

TITLE:

Owner

PHONE#

617-816-6449

EMAIL ADDRESS

mariabatine@yahoo.com

ALL FOOD VENDOR LICENSES ARE SUBJECT TO APPLICABLE FEDERAL, STATE, AND TOWN LAWS, REGULATIONS AND CODES, INCLUDING MASSACHUSETTS GENERAL LAWS CHAPTER 140, TOWN BYLAWS SECTION 8.10, AND THE TOWN'S PREPARED FOOD SALES REGULATIONS.



VOTE OF CORPORATION

DATE: \_\_\_\_\_

AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

HELD AT: \_\_\_\_\_ ON: \_\_\_\_\_

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

\_\_\_\_\_  
(TYPE OF LICENSE)

FOR THE YEAR \_\_\_\_\_ TO BE EXERCISED ON THE PREMISES LOCATED AT \_\_\_\_\_

VOTED: TO AUTHORIZE \_\_\_\_\_ TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_

\_\_\_\_\_ AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS \_\_\_\_\_ BEEN RESOLVED.

A TRUE COPY

ATTEST: \_\_\_\_\_  
CLERK

RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Ripping out the rugs and adding a floor / tiles

(2) Installing sink, ice machine and counter top

(3)

(4)

(5)

(6)

DATE:

3/17/23

SIGNATURE OF APPLICANT:

Maria Batine

(PLEASE SUBMIT A SET OF PLANS)

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Ford VendorNAME: Marie E Batine

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: San Juan, Puerto RicoFATHER'S NAME: Anibal Batine MOTHER'S MAIDEN NAME: Maria-verdejoARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_ARE YOU A VETERAN: YES ☐ NO ☒

## RESIDENCES FOR LAST FIVE YEARS

DATE: 02/2008-Present LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_



**EDUCATION**

DATE: 05/2004 LOCATION: San Juan, Puerto Rico

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

**EMPLOYMENT HISTORY**

DATE: 04/2019/06/21 LOCATION: ABCD, INC POSITION Case manager

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Manuel Battine DATE: 3/17/22

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Maura Brito

\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer



Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

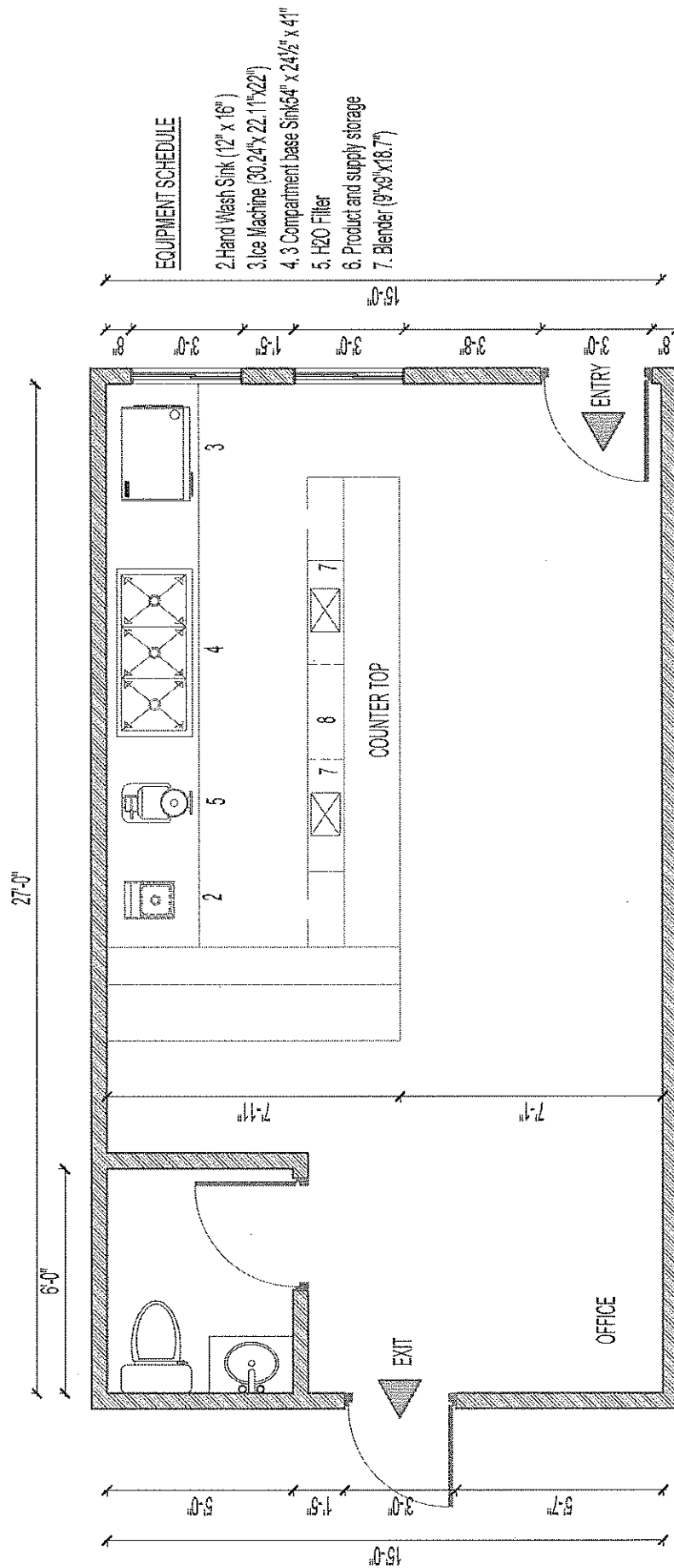
Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE Maria Battino TITLE: Owner

PHONE#: 617-816-6449 EMAIL ADDRESS: maria.battino@yahoo.com



**LAYOUT**  
SCALE: 1/4" = 1'-0"

## 9.A.

Maria Batine  
Monton Nutrition  
807 Boylston Street, chestnut hill 02467.

To whom it may concern:

The Removal of the trash/solid **waste** will be taken out every day into our trash bins and on Friday the bin will be moved to the front for pick up (Cub side) We will be only disposing protein canisters and small food items (exp, flavor puddings and syrup bottles ).

Also, the inventory will be order via our vender (protein powders) and shipped via Fed Ex to receive.

Also down below are 3 references:

Yaison Baez- 857-939-2728  
Kate Tejada- 617-304-6481  
Aisha Panet- 617-230-7339

Thank you in advance, any questions please feel free to contact

Marie Batine.  
617-987-7177.

# Smoothies

All of our smoothies: 24g Protein, 21 Vitamins and Minerals, 5g of Fiber, 200-250 calories

## Chocolate Lovers

- Brownie Batter ^
- Almond Joy ^
- Chocolate coconut ^
- Chocolate Dipped Strawberry ^
- Mint Chocolate Chip ^
- Samoa ^
- The Muscle Gain (chocolate) ^

Smoothie - \$8  
Kids Smoothie - \$5

Classic Combo - \$11  
Mega Combo - \$15

## Coffee Lovers

- Caramel Latte
- Mocha Latte ^
- Coconut Latte
- Vanilla Cappuccino
- Pumpkin Latte

## Sweet Lovers

- Cinnamon Roll \*\*
- French Toast
- Thin Mint Cookie ^
- S'Mores ^
- Birthday Cake
- Honey Bunn
- Pistachio
- Strawberry Cheesecake
- The Muscle Gains (Vanilla)

## Fruit Lovers

- Banana Split
- Blueberry Muffin
- Orange Creamsicle
- Fruity Pebbles
- Apple Pie
- Pineapple upside down cake

{\*Contains Nuts ^Contains Gluten}

\*\*Before place your order, please inform your server if a person in your party has a food allergy.

## Smoothie Boosters

- Immunity - \$2
- Fat Burning Shot - \$5
- Fiber - \$1.50
- Prenatal/Postpartum - \$1.50
- Probiotics - \$2
- Recovery Protein - \$5
- Kid's Booster - \$2

## PB Lovers

- Banana Nut Muffin \*
- Peanut Butter and Jelly \*
- Peanut Butter Oreo \*\*
- Snickers \*\*

# Teas and More

All of our teas: Packed with antioxidants, boosts your metabolism, improves digestion

## Classic Teas

Chai  
Cinnamon  
Lemon  
Peach  
Raspberry  
Green Tea  
Relaxation  
NRG  
Original

Classic Tea- \$4  
Mega Tea/Cooler - \$8  
Kids Beverage Mix - \$3

## Mega Teas

Chinola  
Green Apple  
Blue Hawaiian  
Lemon Drop  
Gusher  
Acai Refresher  
Captain America  
Cool Cucumber  
Melon Margarita  
Mermaid Water  
Skittles  
Tiger's Blood  
Summer Lovin'  
Mango Refresher

## Protein Iced Coffee

Mocha  
House Blend  
Fat Burning Iced Coffee - \$8

## Mega Coolers (Caffeine Free)

Southie Sun Rise  
Wild Berry Breeze

## Tea Boosters

Probiotics - \$2  
Extra Aloe - \$1  
Immunity - \$1.50  
Beauty Booster - \$2  
Liftoff - \$2.50  
Best Defense - \$1.50

## Aloe Flavors

Mango  
Cranberry  
Mandarin  
Original

\*\*Before place your order, please inform your server if a person in your party has a food allergy.

# Select Smoothies

Smoothie - \$8  
Kids Smoothie - \$5

Classic Combo - \$10  
Mega Combo - \$14

Coconut Latte  
PB Cookie  
PB Oreo  
French Toast  
Blueberry Coconut  
Dirty Elvis  
Mocha Latte  
Sugar Cookie

All of our smoothies: Plant based. 24g Protein. 21 Vitamins and Minerals. 5g of Fiber. 200-250 calories

**\*\*Before place your order, please inform your server if a person in your party has a food allergy.**

**\*Contains Nuts ^Contains Gluten**



# Add-ons and More

## Snacks

- Protein Bar - \$3
- Protein Iced Coffee - \$3
- Beverage Mix Wild Berry - \$2
- Beverage Mix Peach Mango - \$2
- Crunchy Caramel Lemon Bites - \$2
- Crunchy Caramel Vanilla Bites - \$2

## Athletes

- Post Workout - \$5
- Protein Bar Chocolate Brownie - \$3.50
- Chocolate Chip Cookie Dough - \$3.50
- Pre-Workout - \$3.50
- BCAA - \$1.50
- Hydration - \$1
- H<sup>2</sup>O Fitness Drink - \$2

## Add-ons

- Beauty Booster - \$2
- Best Defense - \$1.50
- Fat Burning Shot - \$5
- Probiotics - \$2
- Fiber - \$1.50
- Extra Aloe - \$1
- Immunity - \$1.50
- Liftoff - \$2.50
- New Mom Booster - \$1.50
- Niteworks - \$4
- Kid's Booster - \$2

## On The Go!

- Smoothie on the go packet - \$5
- Express Meal Bar: Cookies 'n Cream - \$5
- Athlete Trial Pack - \$25
- Smoothie & Tea Trial Pack - \$20.00
- Herbal Aloe Hand & Body Lotion - \$11

**\*\*Before place your order, please inform your server if a person in your party has a food allergy.**



## STANDARD FORM COMMERCIAL LEASE

This "Lease" is made this 1st day of December, 2021, by and between TN Capital LLC, a(n) LLC, (describe entity) ("Landlord") and Maria E Batline, a(n) Edgardo Gutierrez (describe entity) ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord on the terms set forth.

1. **Premises.** The "Premises" shall mean 807 Boylston St, Brookline, MA 02467, 1st floor and three rooms in the lower level, including the right to use the hallways, stairs, and elevators, for access to and egress from said Premises and nearest rest rooms, in common with all others.

2. **Term.** The "Term" of this Lease shall be for the period of 27 months (insert # of months or years), commencing on December 1, 2021 (the "Commencement Date") and ending on January 31, 2024 (the "Termination Date").

3. **Rent.** The "Rent" for the Premises for the Term of the Lease is Eighty-Six Thousand, Four Hundred dollars (\$86,400.00), payable in monthly installments of Three Thousand, Six Hundred dollars (\$3,600.00) which is due, in advance, on the 1st day of each calendar month. Rent shall be paid to TN Capital LLC. In addition, Rent that is not received by Landlord within fourteen (14) days of the due date shall accrue interest at the rate of one and one half percent (1½%) per month for each month, or part thereof, that Rent remains unpaid from the due date. Tenant's agreement to pay Rent is independent of every other agreement in this Lease.

**Adjustments To Rent.** Tenant agrees to pay a *Pro Rata Share*, as defined below, of the amount, if any, by which the Landlord's Expenses, as defined below, for each calendar year during the Term increases above the expenses for the Base Year, as defined below, ("Expense Increase") plus the amount, if any, by which Taxes, as defined below, for each calendar year during the Term exceeds the Taxes for the Base Year ("Tax Increase"). If the Expenses or Taxes in any calendar year decrease below the amount for the Base Year, Tenant's *Pro Rata Share* of Expenses or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with an estimate of the Expense Increase and of the Tax Increase for each calendar year during the Term in good faith. On the date Rent is due each month, Tenant shall pay Landlord a monthly installment equal to one-twelfth of Tenant's *Pro Rata Share* of Landlord's estimate of both the Expense Increase and Tax Increase. If Landlord does not provide Tenant with an estimate of the Expense Increase or the Tax Increase by the end of the first business day of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. As soon as practicable after the end of a calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Increase and the actual Taxes and Tax Increase for the prior calendar year. Landlord shall apply any overpayment by Tenant against Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Increase or estimated Tax Increase for the prior calendar year is less than the actual Expense Increase or actual Tax Increase, as the case may be, for such prior year, Tenant shall pay Landlord, within thirty (30) days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

Within one hundred eighty (180) days after receiving Landlord's statement of Expenses, Tenant may give Landlord written notice that Tenant intends to review Landlord's records of the Expenses for the calendar year to which the statement applies. Landlord shall make available all relevant records that are reasonably necessary for Tenant's review, within a reasonable time. Tenant shall be solely responsible for all costs, expenses and fees for the review. Within ninety (90) days after the records are made available to Tenant, Tenant shall have the right to

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Standard Form Real Estate Forms

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Phone: (913) 411-8488 Fax: (913) 411-4375



807 Rockledge St.



give Landlord written notice identifying each objection to Landlord's statement of Expenses. If Tenant fails to give Landlord such notice of objection within the ninety (90) day period or fails to provide Landlord with a notice, exercising Tenant's right to review within the one hundred eighty (180) day period, Tenant shall be deemed to have approved and accepted Landlord's statement of Expenses and waives any objection to the Expenses for that year. Tenant shall have no right to review Landlord's records or to object to any statement of Expenses if any Rent is overdue on the date of Tenant's request or on the date that Tenant's objection.

"Expenses" - means all costs incurred in each calendar year in connection with operation, repairing, maintenance and management of the structure and the land on which the Premises is located, but not limited to: (a) labor costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans and employee benefits; (b) management fees and the cost of operating a management office; (c) cost of services; (d) rental and purchase cost for tools, equipment, parts and supplies; (e) accounting costs (f) insurance premiums and deductibles; (g) utility costs; and (h) the amortized cost of capital improvements.

"Pro Rata Share" - means the percentage of the total that is determined by dividing the rentable square feet of the Tenant's Premises by the total rentable square feet in the structure in which the Premises is located. For purposes of this calculation all parties agree that the rentable square feet of the Premises is \_\_\_\_\_ sq. ft. and that the total rentable square feet of the structure in which the Premises is located is \_\_\_\_\_ sq. ft. For purposes of this calculation the Taxes and Expenses are to be calculated as though the structure is fully occupied.

"Taxes" - means (a) all real property taxes on the land and structure in which the Premises is located; (b) all excise and personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the land and structure in which the Premises is located; and (c) all costs and fees incurred in connection with any effort to reduce tax liabilities, including any costs incurred by Landlord to review, comply with or appeal tax liabilities. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within thirty (30) days after Tenant's receipt of a statement from Landlord.

"Base Year" - with regard to Expenses means the calendar year immediately preceding the Commencement Date; and with regard to Taxes means the fiscal year (July 1 to June 30) immediately preceding the Commencement Date.

4. **Utilities / Cleaning.** Tenant agrees to pay, as they become due, the charge for electricity, water and other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity for air conditioning. Except as provided above, the Landlord shall supply hot and cold water, heating, ventilating and air conditioning ("HVAC") service to the Premises and to the common hallways, stairways, elevators and restrooms during normal business hours. The Tenant shall have the right to receive HVAC service during hours other than normal business hours, at Tenant's sole expense, provided that reasonable advance notice, as specified by Landlord, has been given. The Landlord shall provide cleaning or janitorial services according to the custom and practice for premises of similar type and size. The Landlord shall have no other obligation to provide any equipment or utilities within the Premises. No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same.

5. **Condition and Possession.** Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on the Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty. The Premises are accepted by Tenant in "as is" condition and without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. In the event that the Tenancy is interrupted or terminated as a result of *Force Majeure* or other act beyond the control of the Landlord, as defined in paragraph 23, shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans With Disabilities Act ("ADA") concerning use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging violation of the ADA or similar law or regulation.

6. **Security Deposit.** Tenant shall pay a "Security Deposit" to Landlord in the amount of Three Thousand, Six Hundred dollars (\$3,600.00) upon the execution of this Lease.

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National Standard Real Estate Forms





The Security Deposit shall be maintained by Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall, upon demand, replenish the Security Deposit to its original amount, within thirty (30) days. Landlord agrees to return any remaining balance of the Security Deposit to Tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

**7. Permitted Use.** The Premises shall be used for 1st floor for HerbLife retails, lower level for video editing and office use.

No other use of the Premises is permitted. Tenant shall not use the Premises in a manner that interferes with the quiet enjoyment of any property or premises owned or occupied by any other person. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of each municipal, state or other governmental entity ("Laws"), regarding the conduct of Tenant's business and the use, condition, maintenance and occupancy of the Premises. No oil or hazardous material and no toxic material or substance, including any material or substance, defined or regulated by Massachusetts General Laws Chapter 21E, Section 1 et seq., shall be brought to or permitted to remain at the Premises. Tenant shall not make any use of the Premises that renders the Premises uninsurable or that materially increases the cost of insurance to Landlord. The Tenant shall not make any improvement or structural change to the Premises or erect a sign without written consent of the Landlord. Reasonable non-structural changes may be within the Premises with prior authorization of the Landlord and Landlord agrees that consent shall not be unreasonably delayed or withheld. At the Termination Date any alterations or improvements made by the Tenant that remain at the Premises shall become the sole property of the Landlord. Landlord may, by written notice to Tenant at least thirty (30) days prior to the Termination Date, require Tenant, at Tenant's sole expense, to remove any alteration or improvement installed by or for the benefit of Tenant.

**8. Entry by Landlord.** Landlord has the right to enter the Premises to inspect or show the Premises, to clean and make repairs, improvements or additions and to perform maintenance, repairs, improvements or additions to any portion of the structure in which the Premises is located. Landlord shall provide Tenant with reasonable prior verbal notice before entry, except that notice is not required in case of emergency, as determined in Landlord's sole discretion. Entry by Landlord shall neither constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

**9. Assignment and Subletting.** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Within fourteen (14) business days after receipt of signed copies of any assignment, sublease, transfer or encumbrance and any other information as the Landlord requests, Landlord shall either: a) consent to the assignment, sublease, transfer or encumbrance by executing a consent agreement in a form satisfactory to Landlord; b) refuse to consent to the Transfer; or c) exercise its right to recapture any portion of the Premises that Tenant proposes to assign, sublease, transfer or encumber. Tenant shall pay Landlord as additional rent fifty percent (50%) of all rent and other consideration that Tenant receives as a result of any assignment, sublease, transfer or encumbrance that is in excess of the Rent payable to Landlord for the relevant portion of the remaining Term. If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

**10. Liens.** Tenant shall not permit a mechanic's lien or other lien to be placed upon the land or structure in which the Premises is located in connection with any work done by or for the benefit of Tenant. Tenant shall, within ten (10) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

**11. Indemnification and Waiver.** Tenant hereby waives all claims against and releases Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgagees and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of a third party; b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security service, personnel or equipment; or e) any Force Majeure or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of





Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleasees, contractors or licensees.

**12. Insurance.** Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of Five Hundred Thousand dollars (\$500,000.00); b) property / business interruption insurance issued on an all risk or special perils form, with coverage for water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; c) workers' compensation insurance to the extent required by law and in amounts as may be required by applicable statute and employers liability coverage of at least \$100,000.00 per occurrence. Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear, as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

**13. Broker's Fee.** The Landlord agrees to pay broker(s), Coldwell Banker Realty - Andover duly licensed Massachusetts real estate broker(s), a fee of Three Thousand, Six Hundred dollars (\$3,600.00) for services rendered in connection with the lease of the Premises. The Tenant represents and warrants that Tenant has not dealt with any other broker in connection with rental of the Premises and agrees to indemnify, defend and hold Landlord harmless from any claim, demand or liability of any other person seeking payment for services provided to Tenant in connection with leasing the Premises.

**14. Subrogation.** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all causes of action, claims, actions and rights of recovery against the other for any loss or damage with respect to Tenant's personal property, leasehold improvements, the structure in which the Premises is located, the Premises or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been obtained) covered by insurance.

**15. Fire or Casualty.** The Landlord has the right to terminate this Lease if all or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to Landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any leasehold improvements for the benefit of Tenant; provided that if the estimated cost to repair such leasehold improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.

**16. Eminent Domain.** Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a material adverse impact on Landlord's ability to operate the remainder of the

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4



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structure/land. The terminating party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking, or sale proceeds, shall be the property of Landlord.

**17. Tenant's Default.** A "Tenant's Default" shall mean and include a circumstance when a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) Tenant is declared bankrupt or insolvent or if any property of Tenant is the subject of an assignment for the benefit of creditors.

**18. Landlord's Remedies.** In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in reletting or attempting to relet the Premises, including reasonable attorneys' fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new tenant. The Landlord has the right to collect all rents and other payments from any reletting. The Landlord shall not be responsible or liable for any delay or inability to relet all or part of the Premises or for the failure to collect any rent. In lieu of determining damages as described above, Landlord may elect to receive as damages the sum of a) all Rent accrued through the date of termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of reletting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.

**19. Landlord's Default.** Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.

**20. Subordination.** Tenant agrees that this Lease is subject to and subordinate to each mortgage, ground lease or other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Upon request from the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Upon request, Tenant shall deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord, without payment, within ten (10) days after receipt of a written request.

**21. Notice / Addresses.** All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

Landlord:  
TN Capital LLC

25 Duval St. unit 1  
Brighton, MA 02135



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Tenant:  
Maria E Batina  
Edgardo Gutierrez  
25 Mission Park Dr  
Boston, MA 02115

**22. Surrender of Premises.** At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage excepted, removing, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to that property shall vest in Landlord. If Tenant fails to remove any of the alterations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the sum of the Rent and of the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this Lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.

**23. Miscellaneous.**

- 1) **Time / Force Majeure.** Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). Force Majeure does not include financial difficulties of a party.
- 2) **Attorneys' Fees / Costs Of Suit.** If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
- 3) **Sale / Assignment.** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.
- 4) **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.
- 5) **Executive Order 13224.** Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

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14. Additional Provisions

1. Due to COVID-19, the landlord gives discount monthly rent from \$4,500 to \$3,600.
2. Three months FREE for tenant's business built-up and acquire proper licenses.
3. Security deposit of \$3,600 is required when signing this lease agreement; the last month deposit of \$3,600 is required by January 2, 2022.
4. This is for retails/commercial business use only.
5. Before conducting any physical alteration of the premises, the tenant needs to get the landlord approval in writing. Any violation will be subjected to lease termination, and landlord will use the deposit to repair any damages.
6. Tenant is responsible for keeping the front walkway and lower entrance clean and snow removal.
6. Tenant contact info: Maria E Batine, MA Dr Lic#: S99175876, DOB: 04/19/1986  
Edgardo Gutierrez, MA Dr Lic#: S78107735, DOB: 04/02/1974

IN WITNESS WHEREOF, the parties have set forth their hands and seals.

<p><i>Maria Batine</i> 12/01/21          TENANT or authorized agent          Maria E Batine</p>	<p><i>Thayet</i> 1/20/22          LANDLORD or authorized agent          TN Capital LLC</p>
<p><i>Edgardo Gutierrez</i> 12/01/21          TENANT or authorized agent          Edgardo Gutierrez</p>	







## Summary - Nutrition Club Business Plan

Business Plan Generated on 12/22/2021, 12:58:29 PM - version 2.0 - N15

Distributor Name: MARIA BATINE

Distributor ID: 10XY541290

Club Name:

Location Address: 807 Boylston street Chestnut Hill 02467

Which promotional activities do you plan on using to attract customers to your new location?

Passing out flyers or invitations, Talking to other local businesses about offering in-services, Offering Wellness Profiles for new customers, Hosting shake/spa parties, Leading Weight Loss Challenges, Hosting nutrition or wellness training presentation, Social media (specify):

### Cash Required at Start-up

Building or construction permits: 60.00

Zoning clearance: 100.00

Fire and/or occupational inspections: 150.00

Health and/or food safety inspections: 100.00

Food handler certification: 40.00

Permits for events in public spaces: 0.00

Business license and permit renewal fees: 0.00

Cost to set up Employer Identification number: 0.00

Furniture: 6000.00

Equipment and Appliances: 3500.00

Location improvements: 1000.00

Computer and Telephone Equipment: 760.00

Signage/Branding: 800.00

Start Up Inventory: 4000.00

Other Expenses (marketing costs): 0.00

Sources of Funding: 4000

**Total Start-up Cost: 15500.00**

**Monthly Projected Sales**

1. I estimate my monthly revenue from daily consumptions in the Club to be: 15000.00
2. I estimate my monthly revenue from full product purchases in the Club to be: 6000.00
3. I estimate my monthly revenue from full product purchases outside the Club to be: 10000.00

**Total Monthly Projected Product Sales: 31000.00**

**Annual Profit and Loss**

Year 1 Total		Year 2 Total	
Total gross profit from product sales	372000.00	Total gross profit from product sales	372000.00
Total other earnings or sales	36000.00	Total other earnings or sales	36000.00
Total gross profit	408000.00	Total gross profit	408000.00
Total operating expenses	79800.00	Total operating expenses	79800.00
Net Profit (Loss) Before Tax	328200.00	Net Profit (Loss) Before Tax	328200.00
Net Profit (Loss) After Tax	328200.00	Net Profit (Loss) After Tax	328200.00

## Monthly Profit and Loss

Month	Month 01	Month 02	Month 03	Month 04
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2000.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3000.00
Total gross profit	34000.00	34000.00	34000.00	34000.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and Internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	80.00	80.00	80.00	80.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	100.00	100.00	100.00	100.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00

Month	Month 21	Month 22	Month 23	Month 24
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2000.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3000.00
Total gross profit	34000.00	34000.00	34000.00	34000.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	60.00	60.00	60.00	60.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	100.00	100.00	100.00	100.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00

Month	Month 05	Month 06	Month 07	Month 08
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2000.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3000.00
Total gross profit	34000.00	34000.00	34000.00	34000.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and Internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	80.00	80.00	80.00	80.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	100.00	100.00	100.00	100.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00

Month	Month 09	Month 10	Month 11	Month 12
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2000.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3000.00
Total gross profit	34000.00	34000.00	34000.00	34000.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	80.00	80.00	80.00	80.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	160.00	160.00	160.00	160.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00

Month	Month 13	Month 14	Month 15	Month 16
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2000.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3000.00
Total gross profit	34000.00	34000.00	34000.00	34000.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	80.00	80.00	80.00	80.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	100.00	100.00	100.00	100.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00

Month	Month 17	Month 18	Month 19	Month 20
<b>Gross Profit</b>				
<b>Gross profit from product sale</b>				
Total Monthly Projected Product Sales	31000.00	31000.00	31000.00	31000.00
Cost of products sold	0.00	0.00	0.00	0.00
Total gross profit from product sales	31000.00	31000.00	31000.00	31000.00
<b>Other earnings or sales</b>				
Wholesale Commissions	2000.00	2000.00	2000.00	2500.00
Production Bonus	0.00	0.00	0.00	0.00
Royalty Overrides	1000.00	1000.00	1000.00	1000.00
Other	0.00	0.00	0.00	0.00
Total other earnings or sales	3000.00	3000.00	3000.00	3500.00
Total gross profit	34000.00	34000.00	34000.00	34500.00
<b>Operating Expenses</b>				
Rent (Total monthly payment to your landlord)	3600.00	3600.00	3600.00	3600.00
Phone and internet plan charges	90.00	90.00	90.00	90.00
Utilities (e.g., Electricity, gas, water bills)	300.00	300.00	300.00	300.00
Safety and security (e.g., Alarm systems)	120.00	120.00	120.00	120.00
Repairs and maintenance (e.g., Replacing a light)	80.00	80.00	80.00	80.00
Insurance (e.g., Property and liability insurance)	100.00	100.00	100.00	100.00
Business license and permit renewal fees	360.00	360.00	360.00	360.00
Bank and merchant account fees (e.g., ProPay)	100.00	100.00	100.00	100.00
Trainings, travel and meals (e.g., Extravaganza)	45.00	45.00	45.00	45.00
Office supplies (e.g., Cleaning supplies, cups, napkins)	1000.00	1000.00	1000.00	1000.00
Additional ingredients (e.g., Fruits)	100.00	100.00	100.00	100.00
Product promotions (e.g., Customer giveaways)	300.00	300.00	300.00	300.00
Printing and postage (e.g., Printing invitations)	100.00	100.00	100.00	100.00
Professional services (e.g., Accountant fees)	45.00	45.00	45.00	45.00
Any other expenses	310.00	310.00	310.00	310.00
Total operating expenses	6650.00	6650.00	6650.00	6650.00
<b>Net Profit</b>				
Net Profit (Loss) Before Tax	27350.00	27350.00	27350.00	27350.00
Income tax expense	0.00	0.00	0.00	0.00
Other taxes	0.00	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00	0.00
Net Profit (Loss) After Tax	27350.00	27350.00	27350.00	27350.00



Monday, February 7, 2022

Yeison Baez  
On The Edge Nutrition

To Whom It May Concern:

It is with much enthusiasm that I recommend Maria Batine for the new small business in the City of Brookline.

I have worked with Maria since 2020 at On The Edge Nutrition which is a Smoothie and Tea shop in South Boston, MA. She's well verse in all operations pertaining to the business.

On The Edge Nutrition opened its door on 2/8/2020 and has been successfully operating and serving the South Boston community. Our mission is to build communities and help many people live healthier and happier through health and fitness. We are super excited to support Marie in bringing our options to the Brookline community.

The Smoothies and Tea Shop is a fixed business location for us to invite members of the community, friends, and family. It's a place for them to learn better eating habits, learn about living a healthy, active life, and meet other people who are interested in eating better and improving their wellness.

Mary has a very special spark, and I trust she will go far in making our community healthier and happier.

Sincerely,

Yeison Baez  
857-939-2728

February 07, 2022

Kate Tejada



To whom it may concern:


It is my pleasure to be recommending Maria Batine to the city of Brookline. I've known Maria for over 7 years and have built an amazing friendship in which I trust. I've witness tremendous leadership and growth in what she service and would like to continue to see her rise. She is a hard working woman. I'm beyond exited to see her bring so many amazing things to the community such as better eating habits, great attitude and providing wellness over all.

Her skills and knowledge will be shown in this business as the community's need a healthy option to feel better in our everyday. I trust she will be responsible and be honor to represent Brookline to her best potential.

Any more details or question please contact me at 617-304-6481 or via email  
[kateshanell@gmail.com](mailto:kateshanell@gmail.com)

Sincerely  
Kate Tejada

02/07/2022

Maria Batine  
Monton Nutrion LLC  


To whom it may concern:

I am writing this letter as a personal reference for Maria E Batine. I've known Maria E Batine for over 15 years now professionally and personally. During the time I've known Maria E Batine, she has grown into a professional and capable individual with enormous potential. I believe that her tenacious personality and hardworking skill would make her a great asset, and I highly recommend her.

Please contact me if have any further questions.

Sincerely

Aisha Panet  
59 Prospect street  
Gardner MA 01440  
617-230-7339  
[aishapanet@gmail.com](mailto:aishapanet@gmail.com)



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE

TITLE: **Owner**

PHONE#: 617-816-6449

EMAIL ADDRESS: montonnutrition@gmail.com

## **2022 License Renewals**

Attached is the list of licenses up for renewal in 2022. Conditions are noted and departmental memos are attached.

### **Reports:**

Health (**See Memo**)  
Building (**See memo**)  
Police (**See memo**)  
Fire (**See memo**)

## 2022 Seasonal License Renewals

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Question of renewing the following for 2022:

### **Seasonal Alcohol License**

All the paperwork have been submitted and renewals completed

- Hemlock Grille at 1281 West Roxbury Parkway

**Tiffany Souza**

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**From:** Dan Bennett  
**Sent:** Tuesday, March 08, 2022 3:34 PM  
**To:** Tiffany Souza  
**Subject:** RE: Renewal of Seasonal License.

The Building Dept. has no objection to renewal of the seasonal license.

Daniel F. Bennett  
 Building Commissioner  
 Town of Brookline  
 333 Washington Street  
 Brookline, MA 02445  
 (617) 730-2100  
[dbennett@brooklinema.gov](mailto:dbennett@brooklinema.gov)  
[www.brooklinema.gov](http://www.brooklinema.gov)

**From:** Tiffany Souza <[tsouza@brooklinema.gov](mailto:tsouza@brooklinema.gov)>  
**Sent:** Wednesday, March 02, 2022 9:56 AM  
**To:** Dan Bennett <[dbennett@brooklinema.gov](mailto:dbennett@brooklinema.gov)>; Debra Mann <[dmann@brooklinema.gov](mailto:dmann@brooklinema.gov)>; Jasmine Stokes <[jstokes@brooklinema.gov](mailto:jstokes@brooklinema.gov)>; John Canney <[jccanney@brooklinema.gov](mailto:jccanney@brooklinema.gov)>; John F. Sullivan, Chief of Dept <[jfsullivan@brooklinema.gov](mailto:jfsullivan@brooklinema.gov)>; Kristen Curtis <[kcurtis@brooklinema.gov](mailto:kcurtis@brooklinema.gov)>; Matthew Shatkin <[mshatkin@brooklinema.gov](mailto:mshatkin@brooklinema.gov)>; Mike Murphy - Police <[mpmurphy@brooklinema.gov](mailto:mpmurphy@brooklinema.gov)>; Pat Maloney <[pmaloney@brooklinema.gov](mailto:pmaloney@brooklinema.gov)>; Richard Allen <[rallen@brooklinema.gov](mailto:rallen@brooklinema.gov)>; Roland Lankah <[rlankah@brooklinema.gov](mailto:rlankah@brooklinema.gov)>; Tiffany Souza <[tsouza@brooklinema.gov](mailto:tsouza@brooklinema.gov)>; Timothy C. Anastas <[tanastas@brooklinema.gov](mailto:tanastas@brooklinema.gov)>; Todd Cantor <[tcantor@brooklinema.gov](mailto:tcantor@brooklinema.gov)>; Sigalle Reiss <[sreiss@brooklinema.gov](mailto:sreiss@brooklinema.gov)>  
**Subject:** Renewal of Seasonal License.

Please report on Hemlock Grill for Seasonal renewal

**Tiffany Souza** (she/her)  
**Licensing Specialist**



Town of Brookline | Select Board's Office  
 333 Washington Street, 6<sup>th</sup> FL  
 Brookline, MA 02445-6853  
 ☎: (617) 730-2203 | 📠: (617) 730-2054

**Tiffany Souza**

---

**From:** Matthew Shatkin  
**Sent:** Tuesday, March 15, 2022 4:54 PM  
**To:** Tiffany Souza; Dan Bennett; Debra Mann; Jasmine Stokes; John Canney; John F. Sullivan, Chief of Dept; Kristen Curtis; Mike Murphy - Police; Pat Maloney; Richard Allen; Roland Lankah; Timothy C. Anastas; Todd Cantor; Sigalle Reiss  
**Subject:** Re: Renewal of Seasonal License.

Tiffany,

I stopped by Hemlock Grill today and everything is up to date and looks good. They are all set as far as the fire department goes.

LT M. Shatkin

Get [Outlook for iOS](#)

---

**From:** Tiffany Souza <tsouza@brooklinema.gov>  
**Sent:** Wednesday, March 2, 2022 9:55:48 AM  
**To:** Dan Bennett <dbennett@brooklinema.gov>; Debra Mann <dmann@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; John Canney <jjcanney@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Matthew Shatkin <mshatkin@brooklinema.gov>; Mike Murphy - Police <mpmurphy@brooklinema.gov>; Pat Maloney <pmaloney@brooklinema.gov>; Richard Allen <rallen@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Timothy C. Anastas <tanastas@brooklinema.gov>; Todd Cantor <tcantor@brooklinema.gov>; Sigalle Reiss <sreiss@brooklinema.gov>  
**Subject:** Renewal of Seasonal License.

Please report on Hemlock Grill for Seasonal renewal

**Tiffany Souza** (she/her)  
**Licensing Specialist**



**Town of Brookline | Select Board's Office**  
 333 Washington Street, 6<sup>th</sup> FL  
 Brookline, MA 02445-6853  
 ☎: (617) 730-2203 | 📠: (617) 730-2054





# BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

RICHARD E. ALLEN  
ACTING CHIEF OF POLICE

TO: Chief Richard E. Allen

FROM: Lt. Michael P. Murphy #31

DATE: 7 March 2022

RE: Seasonal All Alcoholic Beverage License 2022 : Gamehenge Golf, LLC d/b/a Hemlock Grille, while operating food and beverage service at the Robert T. Lynch Municipal Golf Course.

---

Sir,

Gamehenge Golf, LLC d/b/a Hemlock Grille, through Owner & Manager Chris Yorty, has applied for a 2022 seasonal All-Alcoholic Beverage license. They will serve food and alcoholic beverages at the Robert T. Lynch Municipal Golf Course, 1281 West Roxbury Parkway, from April 1<sup>st</sup>, 2022, through January 15<sup>th</sup>, 2023. This will be their second year of operation.

Chris Yorty and Alex Saenz will be the responsible managers on site daily and will ensure compliance with all applicable Federal, State, and local laws, regulations, ordinances, and any conditions on the license. Alcohol service will run from 10:00 am – 10:00 pm Monday through Saturday and 12:00 pm – 10:00 pm on Sunday.

All alcoholic beverages will be served by staff members who are certified in the safe service of alcohol.

Currently, I see no reason to oppose the license renewal.

Respectfully submitted,  
Lt. Michael P. Murphy #31





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)

---

**Sigalle Reiss, MPH, RS/REHS**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
for the Select Board

From: Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

Date: 03/03/2022

Re: Hemlock Grill  
1281 WEST Roxbury Parkway, Brookline, MA 02467  
Liquor License-Victualler-All Kind Seasonal

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Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application for the above noted establishment. BDPH has no objection to the renewal of the Liquor License-Victualler-All kind Seasonal.



## Select Board Licenses

CONTACT\_TYPE = Business Owner

RECORD\_MODULE = Licenses

EXPIRATION\_STATUS <> Inactive

EXPIRATION\_DATE >= 3/31/2022

EXPIRATION\_DATE <= 3/31/2022

RECORD TYPE	Count(RECORD TYPE)
Alcohol License	1
	<b>1</b>

### Alcohol License

RECORD NAME ▲	BUSINESS NAME	ADDR FULL LINE#	PHONE1	RECORD ID	EXPIRATION DATE
Liquor License-Victualer-All Kind-Seasonal	HEMLOCK GRILL	1281 WEST ROXBURY PARKWAY, BROOKLINE, MA 02467		LICA-21-0454	3/31/2022

# **WINTER 2022 DIVERSITY HIRING REPORT**

Brookline Select Board  
March 22, 2022

Ann Braga, HR Director  
Lloyd Gellineau, Chief Diversity Officer

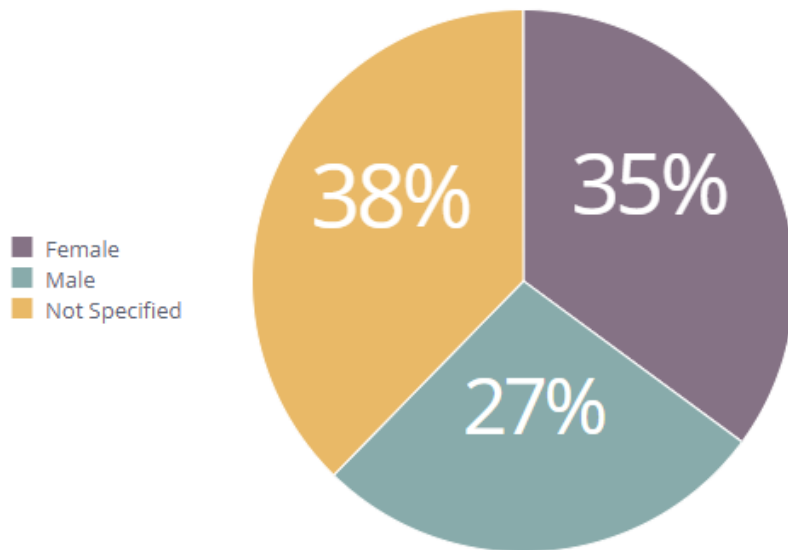
# **Full Time Hires**

## **Dec 21-Mar 15 22**

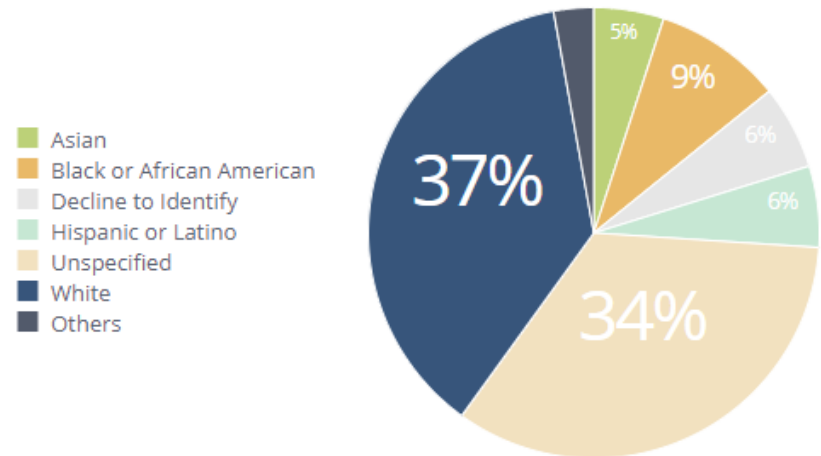
- ▣ 33 new hires across 10 departments
- ▣ 12 females, 21 males (inc. 10 FD/2 PD)
- ▣ Mid Manager –5 (DPW, 2 Health, IT, PLB)
- ▣ E911 Operators - 1
- ▣ Includes: EEC Teachers, Aquatics Supervisor, Health Epidemiologists

# Clear Company Applicants

Gender

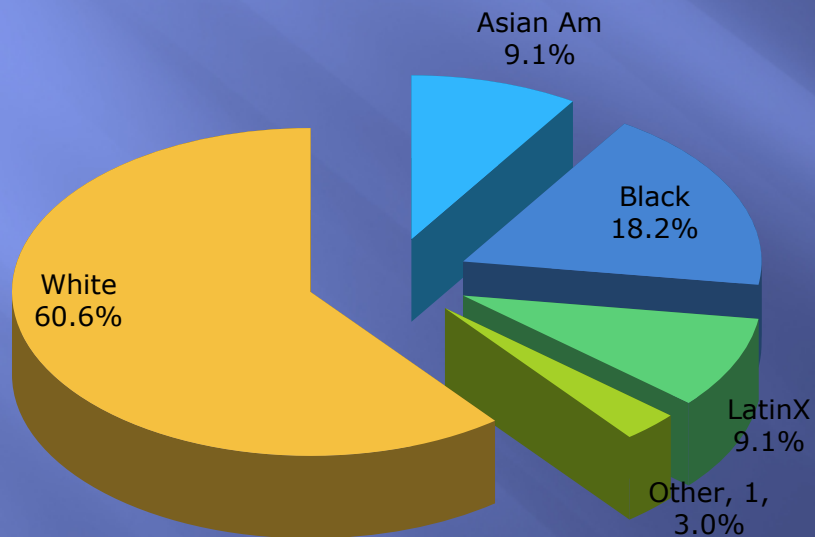


Race

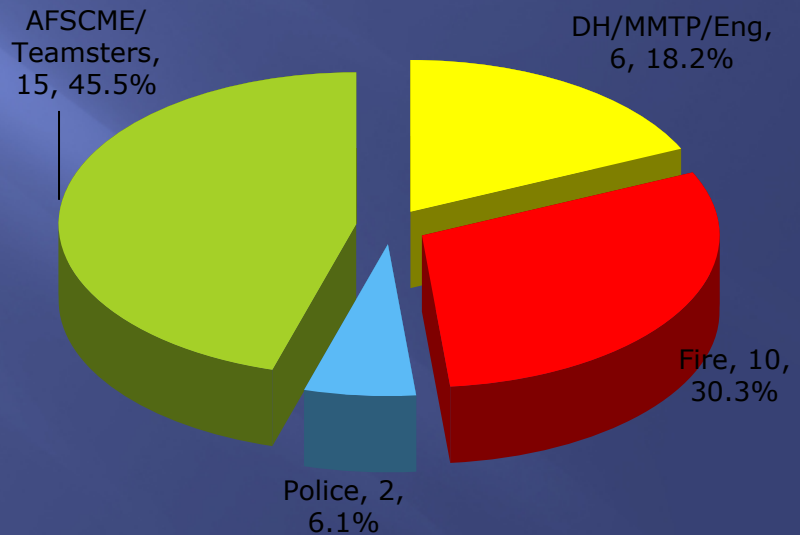


# New Hire Backgrounds

## BY RACE



## BY EMPLOYEE GROUP



# Highlights

- ▣ “Great Resignation/Swap/Hesitation” impacts:
  - ▣ Fewer/no applicants for many positions across departments and types of positions. (trades, tech)
  - ▣ Employees choosing to leave the workforce (retirement, safety, family, burnout).
  - ▣ Employees choosing to come back into different roles, with different priorities. (e.g. PD to FD, Change departments)
  - ▣ Impact not evenly felt across racial, socio-economic groups.
  - ▣ More than 30% “quit” the workforce (not due to retirement/layoff) since May 2021.
  - ▣ Applicants “ghosting” interviews.
  - ▣ Re-posting of two to three times more positions in order to get candidates.
  - ▣ Shift in power for applicants over employers.



## Quitter's Market

Many factors have led to the historic quits levels—the ongoing pandemic, vaccine mandates and a strong candidate's market are just some considerations that may be leading more workers to put in their notice. The last 10 months of 2021—since March—saw the largest exodus of employees on record. **Hover over each line to see more details about the year and how many workers quit each month.**

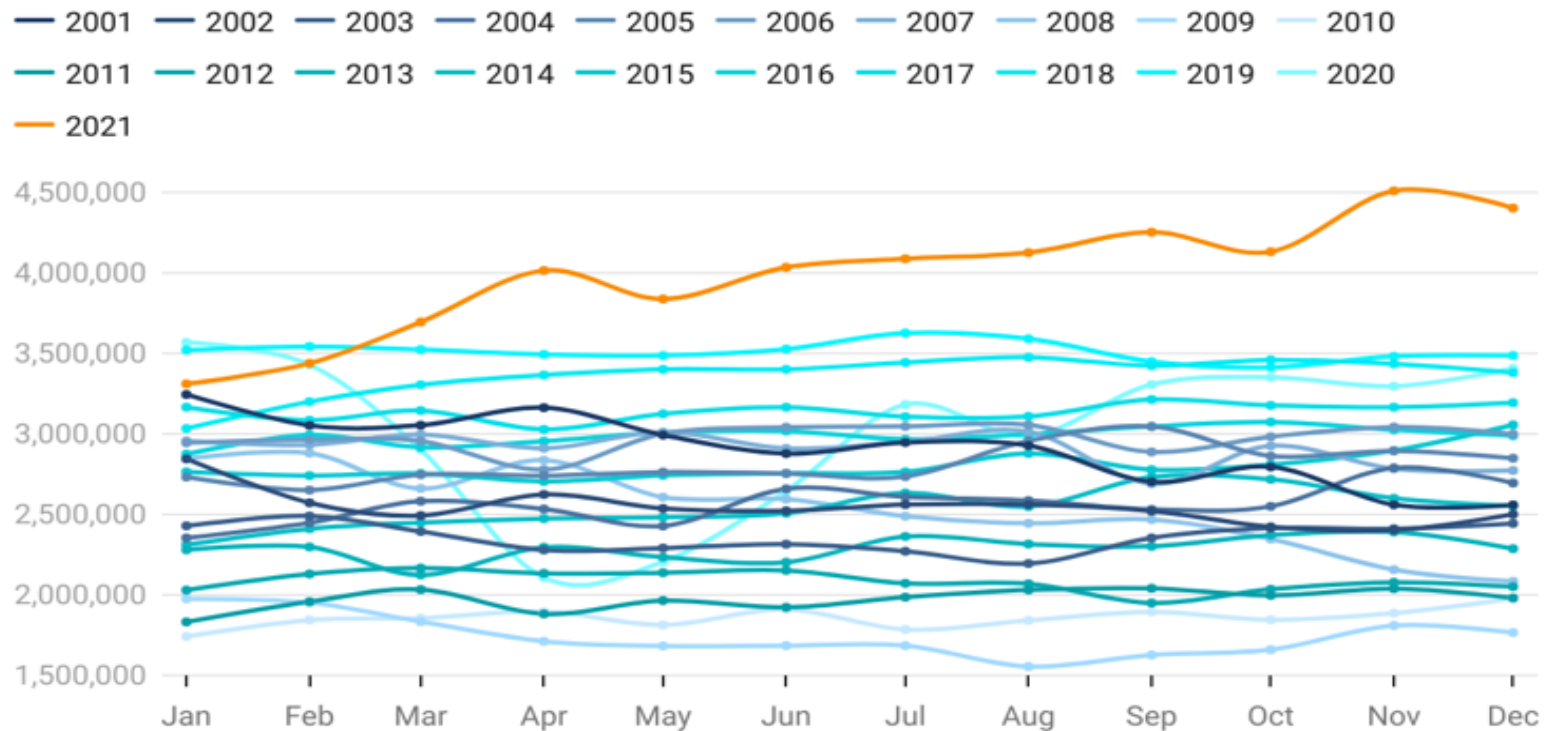


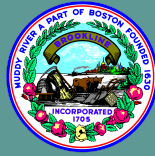
Chart: Mauro Whiteman • Source: U.S. Bureau of Labor Statistics, Job Openings and Labor Turnover Survey. • Created with Datawrapper

# Continuing Activities

- ▣ Ensure job descriptions have only essential qualifications, through diversity and equity lens.
- ▣ Use Clear Company and Diversity Jobs to advertise. MMA and MassHIRE.
- ▣ Assist departments to manage recruiting.
- ▣ Encourage networking with professional organizations/affinity groups & social networks.
- ▣ Promote jobs at universities & colleges.
- ▣ Use of recruiting firms with proven record of ensuring diverse applicant pools, where needed.
- ▣ Assertively recruit passive applicants (individuals who are currently working).
- ▣ Use diverse hiring/interview committees.

## Town of Brookline FY23 Program Budget

### Cultural Services I Library



#### Program Description

The Library Director and staff are responsible for providing a full spectrum of high-quality library services for the education, cultural enrichment, and reading pleasure of all residents of Brookline. The Library is governed by an elected board of 12 Trustees who reside in the community, and generously support the mission of the library with their time and efforts, as well as with trust funds.

Library services are provided from three locations in Brookline: Brookline Village (361 Washington St), Coolidge Corner (31 Pleasant St), and Putterham (959 West Roxbury Parkway). Each location provides comprehensive library services, and many unique programs and offerings. Brookline Village has a complete Reference department including two full time archivists, an extensive collection of art and historical artifacts, as well as the Brookline Room, which is filled with Brookline history. Coolidge Corner offers the World Language Center, housing materials in Chinese, Russian, Hebrew, Hindi, and French and the newly launched Tool Library. Putterham proudly offers iPads with apps designed for accessibility and a recently redesigned ADA accessible garden and patio.

Library holdings include more than 325,000 books, DVDs, magazines and newspapers, cds, comic books and graphic novels, manuscripts, and photographs. Recently the library has developed collections of tools, laptops, ROKUs, wi-fi hotspots, craft along kits, induction cooking kits, sewing machines, and voltmeters. In FY23 the library will open it's fabulous new makerspace called The Ideaspace. There will be 3D printers, a laser cutter, a vinyl cutter, a vacuum former, and many more digital and analog technologies. The library has extensive digital resources including e-books and digital audiobooks through Overdrive and Hoopla, high resolution full color digital magazines through Flipster, digital classical music through the NAXOS music library, and popular music genres through Hoopla. Digital movies are provided through Hoopla and Kanopy, where you can watch popular films as well as Criterion Collection films and PBS programming. Many of the Great Courses can be accessed online, as well. The library subscribes to Niche Academy where you can take classes and receive micro-certifications in anything from baking bread to programming computers.

## 12.A.

Online library resources can be accessed here: <https://www.brooklinelibrary.org>. Since 1997, the Library has been a member of the Minuteman Library Network, a cooperative of 43 public and academic libraries which share their circulating collections.

The Library consists of the following six sub-programs:

The **Administrative and Support Sub-program** is responsible for the organization and management of the library. The staff keeps informed of current developments in the library field, initiates appropriate customer service oriented initiatives to best serve the public, evaluates existing library services based on community need, and prepares strategic planning for review and approval by the Library Board of Trustees.

The **Brookline Village Services Sub-program** includes the Reference Department, Collection Development Supervisor, Technical Services Department, Circulation Supervisor, and Children's Services-Supervisor. The Reference Department coordinates all adult programming for the public, selects adult nonfiction materials and other collections, and provides in depth reference questions. They also maintain and make accessible the archives and the art and artifact collections. The Collection Development Supervisor at Brookline Village does the central planning for accession and de-accession of library materials, and reviews and selects digital content. The Technical Services Department does all the receiving and processing of new library materials so they are ready for the shelves at all three locations. The Circulation Supervisor manages the Brookline Village Circulation Department, and recommends appropriate policies and procedures around the loan of materials to the Policy Committee. The Supervisor of Children's Services runs the Brookline Village Children's Room, and oversees the selection of materials and programming by the Children's librarians at the branch libraries.

The **Branch Services Sub-program**, comprised of the Coolidge Corner and Putterham Libraries, provides a broad spectrum of library services for patrons of all ages. Collections, hours of service, programming, and facilities are designed to reflect the demographics and service needs of their respective neighborhoods, and are re-evaluated regularly. Coolidge Corner recently added programming for Chinese New Year and the Mid-Autumn Festival, which attracted over 2000 attendees combined. Putterham has robust programming, the meeting room is reserved 40 hours a week of the 48 hours that they are open.

The **Youth Service's Services Sub-program** provides library services for children from birth through age 17. It is comprised of 4 Children's Librarians and one Teen Librarian. Staff aid children in the selection of material for school assignments and leisure reading, they also provide robust and exciting programming. Brookline is

proud to have added a Tween Room with a dedicated Tween librarian to curate services for our 4th-7th grade patrons. The room has been a runaway success, and we are delighted to report that we are one of the first communities in Massachusetts to design and implement a space for this age group.

The **Circulation and Technical Services Sub-Program** is responsible for providing exemplary front line user experiences at all three locations. They oversee all of the front end operations surrounding checking out materials, returns, and holds, as well as the maintenance of the library card database. They are also responsible for the receipt, preparation and processing of all library materials for all locations. This year Technical Services has endeavored to "de-colonize Dewey". They have been fastidiously recataloging the nonfiction collection so it more accurately reflects modern society, with special efforts to rid the catalog of racist, colonialist, sexist, or gender-biased terminology.

### **FY23 Objectives:**

1. Continue to demonstrate resiliency and responsiveness to COVID/post-COVID environment
2. Completely re-brand the library system with new logo, new library cards, etc.
3. Creating Accessibility for Neurodiverse Patrons
4. Engage antiracism consultant for training of Boards and staff
5. Collect data and develop plans to evaluate and refresh the World Language collection to reflect languages currently spoken in Brookline.

### **FY22 Accomplishments:**

1. Completed multi lingual signage in Youth Services areas
2. Began composition of new Strategic Plan
3. Completed "DeColonizing Dewey" nonfiction reclassification project
4. Hired anti-racism training consultant to help staff, and all three Boards
5. Began in person programming
6. Appointed 4 Trustees

## FY23 Budget Line Item Report

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>			
(510101) PERMANENT FULL TIME	\$2,491,793	\$2,624,746	\$52,179
(510140) SHIFT DIFFERENTIAL	\$22,269	\$17,450	\$0
(510300) OVERTIME PAY	\$3,054	\$61,772	\$0
(510344) OT SCHEDULED	\$2,455	\$0	\$0
(510901) PART TIME TEMPORARY SAL	\$455,717	\$474,801	\$68,200
(513044) LONGEVITY PAY	\$16,190	\$17,750	-\$750
(514501) EXTRA COMPENSATION	\$0	\$2,000	\$0
(514510) SICK PAY BUYOUT	\$5,746	\$0	\$0
(515058) VACATION BUYOUT	\$17,390	\$0	\$0
(515059) A DAY BUYOUT	\$21,126	\$42,951	\$0
(515501) CLOTHING-UNIFORM ALLOWANCE	\$20,350	\$14,339	\$0
<b>SALARIES TOTAL</b>	<b>\$3,056,089</b>	<b>\$3,255,809</b>	<b>\$119,629</b>
<b>SERVICES</b>			
(522010) OFFICE EQUIP R & M	\$13,758	\$26,203	\$0
(522016) COMPUTER SOFTWARE R & M	\$34,342	\$40,132	\$0
(52201A) AUDIO REPAIR & MAINTENANCE	\$0	\$1,000	\$0
(522090) OTHER EQUIP R & M	\$180	\$0	\$0
(522400) BUILDING MAINTENANCE	\$39,755	\$30,153	\$0
(523010) OFFICE EQUIP RENTALS/LEAS	\$1,612	\$0	\$0
(523011) COPY EQUIP RENTAL/LEASES	\$26,237	\$0	\$0
(523012) PHOTOCOPY SERVICE CONTRAC	\$0	\$1,793	\$0
(523590) BUILDING CLEANING SERVICE	\$900	\$8,800	\$0
(524002) OFFICE/CLERICAL SERVICES	\$250	\$0	\$0
(525001) TELEPHONE & TELEGRAPH	\$240	\$0	\$0
(525002) WIRELESS COMMUNICATIONS	\$5,987	\$6,646	\$0
(525022) POSTAGE	\$329	\$2,072	\$0
(525030) PRINTING SERVICES	\$1,144	\$1,000	\$0
(525050) DELIVERY SERVICES	\$11,618	\$14,000	\$0
(525070) CATALOGUING SERVICES	\$103,433	\$109,888	\$6,026
(525075) BINDING SERVICES	\$0	\$1,200	\$0
<b>SERVICES TOTAL</b>	<b>\$239,786</b>	<b>\$242,887</b>	<b>\$6,026</b>
<b>SUPPLIES</b>			
(531012) OFFICE SUPPLIES	\$24,971	\$43,083	\$15,000
(531015) DATA PROCESSING SUPPLIES	\$8,473	\$0	\$0
(532030) MAINTENANCE SUPPLIES	\$16,458	\$16,065	\$0
(539011) LIBRARY MATERIALS	\$376	\$0	\$0
(539012) BOOKS & PERIODICALS	\$0	\$546,203	\$6,827
(53901A) AUDIO	\$7,900	\$0	\$0
(53901B) BOOKS	\$204,526	\$0	\$0
(53901D) DOWNLOADABLE ITEMS	\$188,523	\$0	\$0
(53901E) B&P-INTERNET	\$44,780	\$0	\$0
(53901P) PERIODICALS	\$24,684	\$0	\$0
(53901V) VIDEO & DVD	\$31,461	\$0	\$0
<b>SUPPLIES TOTAL</b>	<b>\$552,152</b>	<b>\$605,352</b>	<b>\$21,827</b>
<b>OTHER</b>			
(551040) IN STATE MILEAGE	\$353	\$2,200	\$0
(551099) EDUCATION/TRAINING/CONFERENCES	\$719	\$2,500	\$0
<b>OTHER TOTAL</b>	<b>\$1,072</b>	<b>\$4,700</b>	<b>\$0</b>
<b>UTILITIES</b>			
(561010) ELECTRICITY	\$163,774	\$180,045	-\$12,830
(561011) NATURAL GAS	\$41,483	\$46,020	-\$8,358
(561030) WATER	\$6,964	\$9,750	-\$989
<b>UTILITIES TOTAL</b>	<b>\$212,221</b>	<b>\$235,815</b>	<b>-\$22,177</b>
<b>BUDGETED CAPITAL</b>			
(5A0006) OFFICE EQUIPMENT -BUD	\$3,414	\$0	\$0
(5A0017) LEASED COMPUTER EQUIPMENT	\$16,384	\$18,124	\$0
(5A0036) LEASED NETWORK EQ & SOFTWARE	\$23,202	\$25,000	\$0
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$43,000</b>	<b>\$43,124</b>	<b>\$0</b>

## 12.A.

	FY21 Actuals	FY23 Budget	Variance
<b>CAPITAL</b>	\$14,469	\$0	\$0
<b>TOTAL</b>	<b>\$4,118,788</b>	<b>\$4,387,686</b>	<b>\$125,305</b>

	FY21 Actuals	FY23 Budget	Variance
<b>REVENUES</b>			
LOCAL RECEIPTS	\$3,024	\$25,000	\$0
<b>REVENUES TOTAL</b>	<b>\$3,024</b>	<b>\$25,000</b>	<b>\$0</b>
<b>REVENUES LESS EXPENSES</b>	<b>\$3,024</b>	<b>\$25,000</b>	<b>\$0</b>

## Administration

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$440,873	\$444,057	\$1,236
<b>SERVICES</b>	\$7,751	\$16,396	\$0
<b>SUPPLIES</b>	\$11,857	\$20,678	\$15,000
<b>OTHER</b>	\$742	\$2,900	\$0
<b>BUDGETED CAPITAL</b>	\$31,521	\$43,124	\$0
<b>TOTAL</b>	<b>\$492,744</b>	<b>\$527,155</b>	<b>\$16,236</b>

## Central Library Services

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$647,396	\$723,341	-\$50,526
<b>SERVICES</b>	\$32,878	\$5,035	\$0
<b>SUPPLIES</b>	\$359,638	\$345,089	\$6,827
<b>BUDGETED CAPITAL</b>	\$3,414	\$0	\$0
<b>TOTAL</b>	<b>\$1,043,326</b>	<b>\$1,073,465</b>	<b>-\$43,699</b>

## Branch Library Services

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$851,695	\$861,605	\$20,569
<b>SERVICES</b>	\$59,809	\$59,450	\$0
<b>SUPPLIES</b>	\$1,405	\$129,570	\$0
<b>OTHER</b>	\$0	\$500	\$0
<b>UTILITIES</b>	\$48,729	\$55,000	\$11,201
<b>BUDGETED CAPITAL</b>	\$8,065	\$0	\$0
<b>TOTAL</b>	<b>\$969,703</b>	<b>\$1,106,125</b>	<b>\$31,770</b>

## Children's Services

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$445,028	\$429,872	\$42,285
<b>SERVICES</b>	\$0	\$820	\$0
<b>SUPPLIES</b>	\$35,854	\$85,920	\$0
<b>OTHER</b>	\$0	\$400	\$0
<b>TOTAL</b>	<b>\$480,882</b>	<b>\$517,013</b>	<b>\$42,285</b>

## Circulation/Support Services

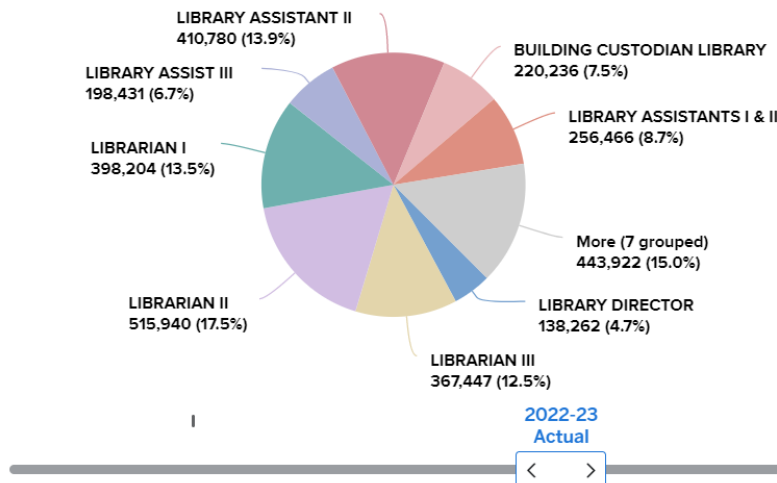


	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$435,528	\$548,138	\$103,380
<b>SERVICES</b>	\$138,063	\$152,556	\$6,026
<b>SUPPLIES</b>	\$4,445	\$8,029	\$0
<b>OTHER</b>	\$0	\$500	\$0
<b>TOTAL</b>	<b>\$578,036</b>	<b>\$709,223</b>	<b>\$109,406</b>

## Plant Maintenance

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$235,569	\$248,796	\$2,685
<b>SERVICES</b>	\$1,286	\$8,630	\$0
<b>SUPPLIES</b>	\$16,458	\$16,065	\$0
<b>OTHER</b>	\$329	\$400	\$0
<b>UTILITIES</b>	\$163,491	\$180,815	-\$33,378
<b>TOTAL</b>	<b>\$417,134</b>	<b>\$454,706</b>	<b>-\$30,693</b>

## FY23 FTE Salary



	FY23 FTE	FY23 Salary
LIBRARY DIRECTOR	1.00	138,262.00
ASST LIB DIR ADMIN	1.00	97,054.00
ASST LIB DIR TECH	1.00	90,441.00
LIBRARIAN III	5.00	367,447.00
LIB III CIRC SUPV	1.00	71,739.00
LIBRARIAN II	8.00	515,940.00
LIBRARIAN I	6.00	398,204.00
EXEC ASST TO LIB DIR	1.00	62,473.00
BUSINESS MANAGER LIBRARY	1.00	53,742.00
LIBRARY ASSIST III	4.00	198,431.00
LIBRARY ASSISTANT II	9.00	410,780.00
BUILDING CUSTODIAN LIBRARY	4.00	220,236.00
LIBRARY MONITOR	0.52	20,815.00
LIBRARIANS PT	0.80	47,658.00
LIBRARY ASSISTANTS I & II	5.75	256,466.00
<b>TOTAL</b>	<b>49.07</b>	<b>2,949,688.00</b>



## PERFORMANCE / WORKLOAD INDICATORS

	ACTUAL FY2019	ESTIMATE FY2020	ACTUAL FY2020	ESTIMATE FY2021	ESTIMATE FY2022 **
Total Circulation	1,186,491	1,213,120	761,020	1,225,251	1,213,120
Total Attendance	778,752	786,539	503,380*	800,000	786,539
Volumes Added	34,360	36,000	22,093	38,300	36,000
Volumes Withdrawn	66,118	35,000	42,053	30,000	35,000
Interlibrary Loan:					
Borrowed	155,806	160,000	111,420	162,000	160,000
Loaned	125,378	140,000	84,226	135,000	140,000
Non-MLN items borrowed	838	1,100	417	1,000	1,100
Non-MLN items loaned	1,730	1,800	774	1,900	1,800
Items Loaned Electronically	166,162	97,597	162,340	175,000	175,000
<u>Main Library</u>					
Circulation	545,665	584,604	465,333	584,604	584,604
Attendance	433,050	324,762	277,463*	437,355	324,762
Volumes Added	18,728	17,500	13,468	20,600	17,500
Volumes Withdrawn	19,839	20,000	30,530	18,000	20,000
<u>Coolidge Corner</u>					
Circulation	312,604	350,000	198,806	397,007	350,000
Attendance	254,678	164,128	175,512*	318,348	164,128
Volumes Added	10,370	6,700	5,619	12,500	6,700
Withdrawn volumes	20,021	5,000	7,632	10,000	5,000
<u>Putterham</u>					
Circulation	162,060	166,650	96,881	165,000	166,650
Attendance	91,024	67,488	50,405*	92,000	67,488
Volumes Added	5,262	5,000	3,006	5,500	5,000
Withdrawn volumes	5,509	8,000	3,891	5,000	8,000
<u>Children's</u>					
Circulation	325,385	391,000	339,278	333,000	391,000
Main	159,717	190,000	192,426	200,000	190,000
Coolidge	103,922	136,000	137,737	150,000	136,000
Putterham	61,746	65,000	65,830	66,000	65,000

\*\* I have pulled all FY20 estimates forward to FY22 and FY23. With the COVID-19 pandemic still active at the time of this writing, it is impossible to venture a guess as to what will happen next. We may experience an explosion of use in July, or we may continue to see extremely high numbers of digital use, and lower in library use, as people get vaccinated, and get comfortable with being in public spaces again. I do hope to see, at least, what approaches a normal year, metrics wise.

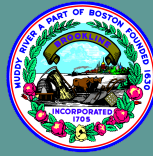
- Sara Symon, Library Director

## PERFORMANCE / WORKLOAD INDICATORS (con't.)

	ACTUAL FY2019	ACTUAL FY2020	ESTIMATE FY2021	ACTUAL FY2021	ESTIMATE FY2022	ESTIMATE FY2023
% of Total Materials	0.17	0.17	0.17	0.17	0.17	0.17
Budget for Children						
Volumes Added (All)	13822	22093	36000	25684	29200	29200
Withdrawn Volumes (All)	20749	42053	35000	31347	34000	34000
Programs						
Program Attendance (All)	41364	10932	46000	13227	44000	44000
Children's						
Attendance	772	606	825	217	800	800
	27215	19063	32000	4411	28000	28000
Young Adult						
Attendance	65	52	80	60	75	75
	1207	737	2000	666	3500	3500
Adult						
Attendance	773	475	825	345	800	800
	12942	10932	15000	8150	14000	14000
Patrons Added to Database	4626	3436	5200	1996	4900	4900

## Town of Brookline FY23 Program Budget

### Public Safety I Fire



#### Program Description

The Fire Department's primary function is to provide fire protection and emergency response services. The Department provides assistance during incidents involving hazardous materials, water rescue, and during all other emergencies requiring trained rescue personnel and equipment. The Department is a core component of the Town's Emergency Medical Services (EMS) system, with all companies (five engines and two ladders) staffed by certified Emergency Medical Technicians (EMTs) serving as first responders. Ambulance services are provided by Fallon Ambulance. Per a contract with the Town, Fallon maintains two Advanced Life Support (ALS) ambulances within town borders.

The primary duties of the Department are to prevent the occurrence of fires; to protect lives and property should a fire occur; to provide emergency medical services; to deliver emergency services to the scene of an incident within four minutes; and to promote a climate of safety by decreasing or eliminating unreasonable threat from fire.

#### The Department is broken into the following five sub-programs:

1. The main function of the **Administration Sub-program** is to provide overall leadership and policy direction for the Department. The assigned staff includes the Chief, the Chief of Operations (which is a re-assigned Deputy Chief), an Executive Assistant, an IT Systems Analyst, and the Public Safety Business Office staff, which is shared with the Police Department.
2. The **Suppression Sub-program** prevents fires and extinguishes fires should they occur; initiates rescues when necessary; performs in-service inspections and pre-fire planning; maintains EMT-staffed fire companies; and performs other emergency services requiring trained and properly equipped personnel. To deliver these services, seven fire companies, manning five engines and two ladder trucks, each with minimum staffing of four firefighters, are housed in five fire stations. The assigned staff totals one hundred sixty: six Deputy Chiefs, nine Captains, twenty three Lieutenants, and one hundred thirteen Firefighters.
3. The **Fire Prevention Sub-program** enforces all laws and ordinances; issues fire safety permits; investigates all fires and forwards appropriate reports to the

State Fire Marshal; educates the public on fire prevention topics and techniques; manages in-service fire company inspections; handles fire safety-related citizen complaints; and approves building plans relating to fire protection. One Deputy Chief, two Lieutenants, and a Clerk staff this Division.

4. The **Equipment Maintenance Sub-program** repairs and maintains the Department's apparatus and related equipment, such as hoses, fittings, self-contained breathing apparatus, and emergency tools. The goal of the Division is to ensure that the Department's fleet of vehicles and emergency equipment is in working condition at all times. A Chief Mechanic and a Repairman staff this division.
5. The **Training Sub-program** promotes the uniformed personnel's development of required skills, knowledge, and abilities by providing continuous "hands on" training; instructs newly recruited firefighters in a basic seven-week training course; coordinates State-level satellite training programs; and tests new firefighting equipment and techniques. Members of this unit also serve as the Safety Officer at any fire related incident. It is staffed by a Deputy Chief and a Captain.
6. The **Emergency Management Sub-program** is a new function under the Fire Department in FY 2021. The EM Sub-program is responsible for coordination of all local emergency planning, preparedness, response, mitigation, and recovery from natural and man made catastrophic events. It centralizes the administration of the various emergency management functions of the Town such as, preparing and maintaining the Emergency Operations Plan, ensuring the functionality and staffing of the Emergency Operations Center, seeking and administering EM grants, coordination of the Town's Local Emergency Planning Committee (LEPC) as well as the Citizens Emergency Response Teams (CERT) and the much heralded Emergency Preparedness (EP) Buddies program.

### FY23 Objectives

1. To continue to work with Brookline Firefighters Association – Local 950 and town officials to develop effective and cost-efficient means of minimizing health and safety dangers to firefighters. The mission of having a healthy workforce responding to emergency calls benefits the community as a whole.
2. To secure a successful funding initiative for the rehabilitation and replacement of the department's outdated fire stations to promote health, safety and equity for all members.
3. To advocate and support sustainable training in the areas of diversity, inclusion and racial equity.
4. To continue to help develop and advance the goals and objectives of the Town's Emergency Management Team.
5. To work collaboratively with our community and regional partners to leverage state and federal funds grants for firefighter training, safety and wellness.
6. To update departmental SOG's to insure relevancy and currency.

7. To initiate, promote and deliver professional development opportunities and training for the advancement of future department leadership.
8. To train/refresh the department membership in both proficiency and developmental firefighting practices.
9. To train and certify (10) ten members as Emergency Medical Technicians.
10. To provide continuing education classes for all current Emergency Medical Technicians.

## **FY22 Accomplishments**

### **Brookline Fire Department: COVID-19 Response**

1. Worked with Local 950 to quickly develop and implement unprecedented health and safety policies for all fire department personnel re: COVID-19.
2. Continued daily health assessments through to successful vaccination program.
3. Enhanced equipment (PPE) acquisition, policy, training and dispersal.
4. Reinstated full medical/fire response protocols with enhanced precautions– 100% response.
5. Implemented and adjusted as pandemic requirements evolved COVID-19 exposure, injury, quarantine, testing and vaccination programs.
6. Continued to develop and enhance the Town's Emergency Management function and preparedness.
7. Initiated and delivered Emergency Management professional development training for Town leadership.
8. Successfully sought and was granted several strategically significant EM/FD grants.
9. State(s) of Emergency Declarations – Comm. Of Mass./ TOB
10. Immediate and on-going activation of the Emergency Operations Center {FY 21 objective #2}
11. Continued utilization of emergency ad-hoc Emergency Management Team (EM, Public Health, Fire, Police, Recreation, DPW, Schools, Veteran's Affairs, SB/TA office, Community Development & Planning) to address the changing COVID-19 conditions.
12. Continued use of the Brookline call-center at the EOC to alleviate volume from the Health Department and assist constituents with vaccination scheduling.
13. Worked with various community groups, Food Pantry, Mutual Aid Brookline, BHA, Brookline Community Foundation etc., to assist in COVID-19 related initiatives.
14. Continued to upgrade the Town's public information and mass communication capabilities w/ TA office and Guilfoyle PR consulting a coordinated COVID-19 public information strategy.
15. Supported Public Health with initial vaccination roll-out, fall flu-clinics and a operations, logistics, volunteer coordination etc.
16. Supported Town Clerk with annual election cycles, logistics and volunteers.
17. Sustained leadership for Town/EOC COVID Operations, Planning and Logistics.

## Standard FY22 Accomplishments

1. Advanced the strategic initiative for rehabilitation and replacement of fire department stations into the design concept phase.
2. Maintained a Class 1 I.S.O. (Insurance Services Office) certification, resulting in an overall cost saving for all fire insurance policies within the town.
3. Continued to help develop and advance the goals and objectives of the Town's Emergency Management Team through active participation and collaboration.
4. Provided the same or better superior level of service, as compared with FY21.
5. Responded to over 95% of calls in fewer than 4 minutes, exceeding NFPA 1710 minimum response time standards.
6. Responded to 100% of all structure fires with a full first alarm assignment, in compliance with NFPA 1710 standards.
7. Used SAFE grant funding to visit every public school in Brookline K-2 classroom with fire prevention and safety tip messages in honor of fire prevention month.
8. Fire Prevention Division oversaw the inspections of all residential buildings, containing six or more units, for fire/safety hazards. These 537 inspections were performed by in service suppression companies.
9. Trained/refreshed the department membership in both proficiency and developmental firefighting practices.
10. Trained four additional firefighters as Emergency Medical Technicians.

## FY23 Budget Line Item Report

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>			
(510101) PERMANENT FULL TIME	\$11,123,907	\$12,201,822	\$121,377
(510140) SHIFT DIFFERENTIAL	\$858,230	\$883,769	\$0
(510143) WORKING OUT OF CLASS	\$101,902	\$131,739	\$0
(510300) OVERTIME PAY	\$1,375,259	\$725,477	\$0
(510335) OVERTIME PAY - SPECIAL PROGRAM	\$890	\$0	\$0
(513042) EDUCATIONAL INCENTIVE PAY	\$458,400	\$534,125	\$80,875
(513044) LONGEVITY PAY	\$65,925	\$77,600	\$9,100
(514501) EXTRA COMPENSATION	\$0	\$7,500	\$6,750
(514502) SPECIALTY PAY	\$0	\$15,600	\$0
(514506) EMT PAY	\$520,682	\$539,560	\$2,517
(514510) SICK PAY BUYOUT	\$17,739	\$0	\$0
(515041) HOLIDAY PAY	\$579,668	\$606,274	\$18,070
(515058) VACATION BUYOUT	\$83,636	\$149,083	\$0
(515059) A DAY BUYOUT	\$44,713	\$101,155	\$0
(515080) INJURED ON THE JOB	\$674,877	\$0	\$0
(515501) CLOTHING-UNIFORM ALLOWANCE	\$123,350	\$129,835	\$0
(515505) TOOL ALLOWANCE	\$250	\$500	\$0
<b>SALARIES TOTAL</b>	<b>\$16,029,429</b>	<b>\$16,104,040</b>	<b>\$238,689</b>
<b>SERVICES</b>			
(522015) D P EQUIP R & M	\$375	\$1,000	\$0
(522016) COMPUTER SOFTWARE R & M	\$20,384	\$38,000	\$0
(522017) COMMUNICATIONS EQUIP R & M	\$3,444	\$8,900	\$0
(522040) PUBLIC SAFETY EQUIP R & M	\$8,604	\$5,000	\$0
(522070) MOTOR VEHICLE/EQUIP R & M	\$52,380	\$65,000	\$0
(523011) COPY EQUIP RENTAL/LEASES	\$1,428	\$1,595	\$0
(523071) OTHER EQUIPMENT RENTAL/LEASE	\$0	\$350	\$0
(523090) OTHER RENTALS/LEASES	\$3,975	\$3,500	\$0

## 12.A.

	FY21 Actuals	FY23 Budget	Variance
(524010) PROFESSIONAL/TECH SERVICE	\$8,274	\$24,000	\$0
(525001) TELEPHONE & TELEGRAPH	\$4,486	\$5,000	\$0
(525002) WIRELESS COMMUNICATIONS	\$15,218	\$15,081	\$0
(525022) POSTAGE	\$216	\$1,000	\$0
(528055) HAZARDOUS MATERIALS SERVICES	\$7,469	\$0	\$0
<b>SERVICES TOTAL</b>	<b>\$126,251</b>	<b>\$168,426</b>	<b>\$0</b>
<b>SUPPLIES</b>			
(531012) OFFICE SUPPLIES	\$5,362	\$8,700	\$0
(531050) GENERAL SUPPLIES	\$12,363	\$17,000	\$0
(532030) MAINTENANCE SUPPLIES	\$10,908	\$12,000	\$0
(534213) OILS & LUBRICANTS	\$2,373	\$1,750	\$0
(534220) TIRES	\$5,164	\$7,500	\$0
(534230) MOTOR VEHICLE SUPPLIES	\$42,929	\$35,000	\$0
(539012) BOOKS & PERIODICALS	\$0	\$2,260	\$0
(539031) PUBLIC SAFETY SUPPLIES	\$14,128	\$25,678	\$0
(539035) UNIFORMS & PROTECTIVE CLO	\$11,287	\$17,064	\$0
<b>SUPPLIES TOTAL</b>	<b>\$104,513</b>	<b>\$126,952</b>	<b>\$0</b>
<b>OTHER</b>			
(551020) IN STATE TRAVEL -OTHER	\$643	\$2,000	\$0
(551099) EDUCATION/TRAINING/CONFERENCES	\$2,284	\$7,600	\$0
(553010) PROFESSIONAL DUES/MEMBERS	\$7,030	\$7,500	\$0
(558090) REIMBURSEMENTS	\$13,021	\$10,000	\$0
<b>OTHER TOTAL</b>	<b>\$22,978</b>	<b>\$27,100</b>	<b>\$0</b>
<b>UTILITIES</b>			
(561010) ELECTRICITY	\$61,809	\$66,500	-\$6,953
(561011) NATURAL GAS	\$64,956	\$71,210	-\$1,163
(561020) GENERATOR FUEL	\$0	\$500	\$0
(561021) GASOLINE	\$19,316	\$31,360	\$13,822
(561022) DIESEL	\$34,641	\$66,650	\$21,977
(561030) WATER	\$14,422	\$15,750	-\$750
<b>UTILITIES TOTAL</b>	<b>\$195,143</b>	<b>\$251,970</b>	<b>\$26,933</b>
<b>BUDGETED CAPITAL</b>			
(5A0001) AUTOMOBILES	\$0	\$49,500	\$49,500
(5A0003) PUBLIC SAFETY EQUIPMENT-BUD	\$55,715	\$183,444	\$137,234
(5A0017) LEASED COMPUTER EQUIPMENT	\$12,184	\$22,852	\$456
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$67,899</b>	<b>\$255,796</b>	<b>\$187,190</b>
<b>TOTAL</b>	<b>\$16,546,214</b>	<b>\$16,934,284</b>	<b>\$452,812</b>

	FY21 Actuals	FY23 Budget	Variance
<b>REVENUES</b>	\$471,104	\$320,000	\$100,000
<b>REVENUES LESS EXPENSES</b>	<b>\$471,104</b>	<b>\$320,000</b>	<b>\$100,000</b>

## Administration

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$691,676	\$704,033	\$16,894
<b>SERVICES</b>	\$126,251	\$168,426	\$0
<b>SUPPLIES</b>	\$104,513	\$126,952	\$0
<b>OTHER</b>	\$22,978	\$27,100	\$0
<b>UTILITIES</b>	\$193,926	\$251,970	\$26,933
<b>BUDGETED CAPITAL</b>	\$63,317	\$204,340	\$135,734
<b>TOTAL</b>	<b>\$1,202,661</b>	<b>\$1,482,821</b>	<b>\$179,561</b>

## Firefighting

## 12.A.

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>	\$13,930,178	\$14,084,252	\$107,201
<b>UTILITIES</b>	\$1,217	\$0	\$0
<b>BUDGETED CAPITAL</b>	\$1,773	\$51,000	\$51,000
<b>TOTAL</b>	<b>\$13,933,168</b>	<b>\$14,135,252</b>	<b>\$158,201</b>

## Prevention

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>	\$517,322	\$568,804	\$116,041
<b>TOTAL</b>	<b>\$517,322</b>	<b>\$568,804</b>	<b>\$116,041</b>

## Equipment Maintenance

	<b>FY22 Budget</b>	<b>FY21 Budget</b>	<b>2021 - 22 Variance</b>	<b>2021 - 22 Variance</b>
<b>SALARIES</b>	\$144,037	\$142,849	-\$1,188	-0.8%
<b>TOTAL</b>	<b>\$144,037</b>	<b>\$142,849</b>	<b>-\$1,188</b>	<b>-0.8%</b>

## Equipment Maintenance

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>	\$150,185	\$145,233	\$1,196
<b>TOTAL</b>	<b>\$150,185</b>	<b>\$145,233</b>	<b>\$1,196</b>

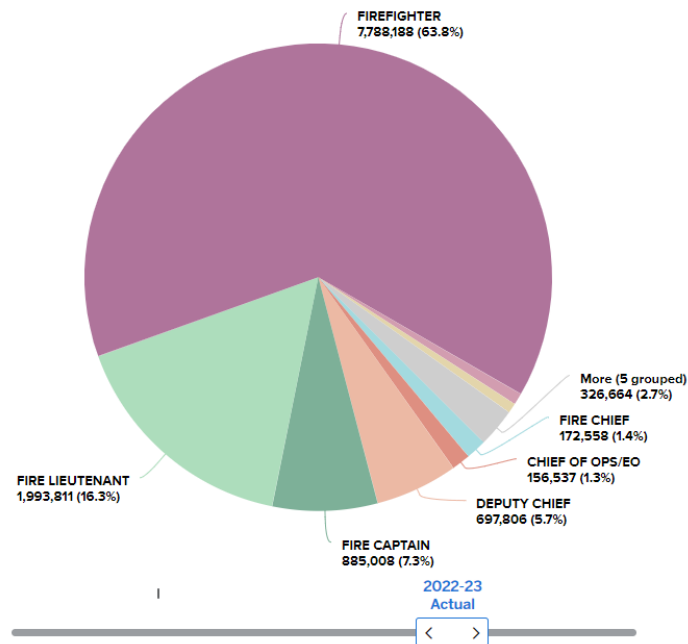
## Training

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>	\$740,069	\$520,723	-\$45,637
<b>BUDGETED CAPITAL</b>	\$2,809	\$0	\$0
<b>TOTAL</b>	<b>\$742,878</b>	<b>\$520,723</b>	<b>-\$45,637</b>

## Emergency Management

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>	\$0	\$80,995	\$42,995
<b>BUDGETED CAPITAL</b>	\$0	\$456	\$456
<b>TOTAL</b>	<b>\$0</b>	<b>\$81,451</b>	<b>\$43,451</b>

## FY23 FTE Salary



	FY23 FTE	FY23 Salary
FIRE CHIEF	1.00	172,558.00
CHIEF OF OPS/EO	1.00	156,537.00
DEPUTY CHIEF	6.00	697,806.00
FIRE CAPTAIN	9.00	885,008.00
FIRE LIEUTENANT	24.00	1,993,811.00
FIREFIGHTER	113.00	7,788,188.00
INFO SYSTEMS ANALYST - FIRE	1.00	97,054.00
PUB SAF BUSINESS MGR - FIRE	0.50	46,661.00
MTR EQUIP REPAIRMAN	1.00	73,674.00
EXECUTIVE ASSISTANT - FIRE	1.00	62,473.00
ADMIN/ACCT ASSISTANT - FIRE	1.50	84,195.00
FRMN FIRE APP REPAIR	1.00	64,861.00
EM COORDINATOR	1.00	78,995.00
<b>TOTAL</b>	<b>161.00</b>	<b>12,201,821.00</b>



## PERFORMANCE / WORKLOAD INDICATORS

	ACTUAL FY2020	ESTIMATE FY2021	ACTUAL FY2021	ESTIMATE FY2022	ESTIMATE FY2023
Box Alarms	514	650	388	600	600
Still Alarms	3,503	3,700	3,602	3,700	3,700
Medical Emergencies	3,859	4,000	3,797	4,000	4,000
Total Responses	7,980	8,500	7,862	8,500	8,500
Avg Response Time to Emergency Incidents (minutes) - Calendar Year	<4:00	<4:00	<4:00	<4:00	<4:00
Incidents of building fires	32	35	16	35	35
Large loss fire (over \$100,000)	3	4	3	4	4
Medium Loss Fires (under \$100,000)	26	30	13	30	30
Multiple Alarm Fires	3	5	3	5	5
Mutual Aid responses	76	75	69	75	75
% of Investigations Started Within Two Hours	100%	100%	100%	100%	100%
Apartment Buildings with 6+ Units Inspected	541	540	540	541	541
26F Smoke/CO Detector Inspections	630	800	886	800	800
Lodging House Inspections	48	49	49	49	49
Common Victualer Inspections	150	160	135	140*	140*
Certificates of occupancy	188	275	107*	170*	200*
All Other Inspections (Fire Alarm sprinklers, building plan reviews)	658	600	677	700	700

\* Anticipated loss due to pandemic

## PERFORMANCE / WORKLOAD INDICATORS (con't)

	ACTUAL FY2020	ESTIMATE FY2021	ACTUAL FY2021	ESTIMATE FY2022	ESTIMATE FY2023
% of Apparatus Repairs Initiated within 24 Hrs	100%	100%	100%	100%	100%
% of Apparatus Receiving Preventive Maintenance Twice per Year	100%	100%	100%	100%	100%
% of EMTs Requesting Re-certification Re-Certified	100%	100%	100%	100%	100%
Number of Newly Certified EMTs	4	10	7	5	15
Number of Firefighters Completing: **					
Firefighter I/II certification	1	10	0	0	11
Instructor Certification I	17	0	17	3	3
Instructor Certification II	0	0	0	3	3
Incident Safety Officer	0	0	0	3	3
Technical Rescue	0	0	0	0	0
Hazardous Material Techs	0	0	0	0	0
Live Fire Training Techs	0	0	0	2	2
Company Officer I	0**	24*	0	0	0
% of Fires Contained to the Building of Origin	100%	95%	100%	95%	95%
Number of Pre-K through Grade 2 classrooms receiving the S.A.F.E. Program	96	96	96***	96	96

\*\* Certification classes cancelled by DFS in March 2020 - pushed to FY 21 and FY 22  
 \*\*\* SAFE program delivered virtually in FY 2021

## Town of Brookline FY23 Program Budget

### Public Safety I Police



#### Program Description

##### The Police Mission:

To work in partnership with the Select Board in their capacity as Police Commissioners, the Town Administrator and Community Members' to ensure that all people enjoy a high quality of life without fear of crime. To work together to solve problems and provide the most responsive and highest quality police service. To proactively prevent crime, maintain order and apprehend offenders in a manner consistent with the law.

##### Our Values:

The Department subscribes to the following set of governing values that state its beliefs as a police organization:

1. The two most important assets of the Brookline Police Department are our personnel and the Community we serve.
2. Excellence for the members of the Brookline Police Department is based upon fairness, integrity, hard work, and professionalism in the performance of their duties.
3. Commitment to providing the highest quality of professional law enforcement with the goal of enhancing the quality of life within the community.
4. Build partnerships with citizens in order to ensure personal safety, protect individual rights, protect property, and promote individual responsibility and community commitment.
5. Secure and maintain public respect in order to fulfill the Department's duties by acknowledging that the quality of life in the community is affected by not only the absence of fear of crime, but also by the absence of crime itself.

The Department consists of the following seven subprograms:

1. The **Administration and Support Division** provides overall control of the functions of the Department. It maintains records, provides upgrades in communication and technology equipment and will continue to improve all monitoring and accountability processes to ensure fair and impartial policing takes place. This Division also trains personnel in its uses and distributes weapons and supplies. It also includes the Public Safety Business Office, a group responsible for all financial and budgetary matters for both the Police Department and the Fire Department. Provide oversight and direction in implementing the work and recommendations of the Select Board's Committee on Policing Reforms and the Task Force to Reimagine Policing in Brookline. The Department will review, study and provide feedback to all proposed changes as well as comparisons to current operations. All recommendations that are approved and accepted will be closely monitored to ensure their smooth implementation and successful outcome.
2. The **Patrol Division** continuously patrols all sectors of town while providing a variety of public safety services. Their efforts also serve as a deterrent to criminal activity. The Patrol function is vital and, for that reason, the Chief has directed that there be a minimum staffing policy maintained daily.
3. The **Criminal Investigation Unit** is responsible for the investigation of all violent crimes, including murder, rape, armed robbery, assault, and narcotic violations, and maintains the safety of all evidence.
4. The **Community Relations Division** is charged with facilitating a spirit of cooperation between the public and the Department that helps to enhance the quality of life for all citizens.
5. The **Traffic and Parking Division** is responsible for enforcing all laws and regulations relating to traffic within town.
6. The **Public Safety Dispatch Division** is responsible for handling all police, fire, and ambulance calls, including E-911.
7. One patrol officer functions as the Town's **Animal Control** officer. The Animal Control officer normally works five days a week. All Brookline Police Officers are responsible for enforcing the Town's animal control laws, and will continue to do so when the Animal Control officer is off duty.

### FY2022 Accomplishments

#### Patrol Division:

1. Instituted additional park and walk program where officers are out of vehicles frequently interacting with the community. Officers focusing on areas where there is community activity such as shopping areas, sporting events, MBTA stops etc.
2. Directed patrol and enforcement in areas that have been of concern for pedestrian, bicycle and motor vehicle traffic. Areas which have a high frequency of accidents or speeding complaints.

3. Added six new traffic crossing post as a way for officers to further interact with the community

#### Community Service Division:

1. Expand training to include roll call, live scenarios, on-duty, and multi-agency, as 48 hours of annual in-service training is not sufficient with the changing demands placed on the officers to keep them readied and up-to-date.
2. Continue the coordinating training with area police departments including Boston and Northeastern University, Chelsea, Cambridge and through the Metro Boston Police Collaborative.
3. Further evolve the family services unit. This unit of social workers, CSD, Detectives and CIT officers meets in an effort to mitigate the trauma of domestic violence, mental health, substance abuse, as well as youth and families in crisis. Currently some services for our youth, victims of domestic violence and families are not fully centralized. Examine if services were streamlined- lined under one command structure would it result in more effective delivery of services.
4. Continue to expand outreach to youth in the community through the Brookline Teen Center and have already developed a wonderful relationship with the new Brookline Teen Center director.
5. Expand social media reach and increase followership and information sharing. We are committed to do this through the use of video snippets. Instagram, Facebook and YouTube.

#### Criminal Investigations Unit:

1. Detectives attended training to include: National Cyber Crimes Conference, Civil Rights Investigations, Death Investigations, and Background Investigations.
2. Incorporated new Civil Rights Sergeant into Division.
3. Maintain Deputizations with FBI, USSS and DEA including computer analysis and response team certification.
4. Investigation resulting in numerous firearms and pounds of methamphetamine being recovered.
5. Recovered property including money, bicycles and other items stolen from Brookline and recovered in other jurisdictions

#### ID Unit:

1. Processed 206 firearms application
2. Oversaw two information sessions prior to the Civil Service Exam
3. Digitized firearms license files

#### Evidence / Property:

1. Purged out 1100+ old cases
2. Destroyed 17 Firearms
3. Submitted pieces of evidence for DNA analysis

4. Prepared 170 cases for a Property Room pick-up. Propertyroom.Com is a pickup, evidence and property disposal process.
5. Set up a Town account for cash brought into the evidence room once cases are disposed of rather than keeping money in evidence room.

#### Traffic and Parking Division:

1. The FY21 Traffic Enforcement Grant was successfully completed in September which consisted of 5 enforcement mobilizations and included the purchase of 4 new LIDAR units.
2. The Traffic Division played a vital role in the operation and planning for the Boston Marathon which occurred on October 11, 2021, Indigenous Peoples Day.
3. Ongoing training initiatives led to a Traffic Officer successfully completed 240 Hours of accident reconstruction training. In total, the division has 3 officers and 1 supervisor fully trained in accident reconstruction.
4. Two Traffic Officers successfully completed a 40 hour class on motorcycle crash investigations.
5. The motorcycle officers assigned to the Traffic Division developed a motorcycle training course in an effort to sharpen their riding skills and train other members of the department in motorcycle safety. Members of this team have assisted in escorts, funerals, and town wide functions.
6. Recently, Traffic Officers have assisted officers assigned to the patrol division in the proper use and operation of Lidar speed enforcement to enhance officer's certification requirements

#### Public Safety Dispatch Division:

1. Ongoing continuing education for all E911 Dispatchers.
2. Sought and received two grants from the Commonwealth of Massachusetts State 911 Department which assists with funding of E911 Dispatcher training courses and fees, personnel costs, and equipment used for day-to-day operations of the Public Safety Dispatch Center. The two grants amounted to \$270,225.55.
3. Continued a structured Communications Training Program for new E911 Dispatchers.
4. Trained and certified eight new E911 Dispatchers.
5. E911 Dispatchers participated in multiple continuing education training courses on topics including Fire Department Operations, Firefighter Safety, Verbal Judo, 911 Customer Service, Mental Health First Aid and CPR.
6. E911 Dispatchers handled more than 80,000 computer-aided dispatch entries involving police, fire, and emergency medical services.

## 12.A.

### Animal Control:

1. Completed Massachusetts required approved continuing education credits.
2. Attended approved online and in person animal control related trainings.  
Conducted enforcement of State and Town By Law animal related issues.
3. Assisted Brookline agencies, residents and outside agencies in enhancing animal control procedures.
4. Improved wildlife education awareness for residents to better assist in resolving wildlife related issues.

### FY 2023 Objectives

#### Patrol Division:

1. Train and integrate the current candidate's to the status of new recruits.  
Continue training through their probationary year.
2. Integrate on duty Fire arms Training Simulations scenario based training for Patrol Officers.
3. Explore purchasing 2 electric mini vehicles for congested areas with to help connect with and respond to community concerns while increasing the ability to respond promptly to emergency situations.
4. Train designated Patrol Officers as Field Training Officers and Supervisors.
5. Actively recruit new officers while focusing our efforts to increase diversity among all our personnel.

#### Community Service Division (CSD):

1. The **Community Services Division** is charged with facilitating a spirit of cooperation between members of the public and the Department that helps to enhance the quality of life for all individuals. Housed within this Division are the Crime Analysis Unit, the Youth Resource Officers, Evening Community Service Officers, the Elder Affairs Officer, the Crisis Intervention Team and the Department's Training and Accreditation Unit.
2. We have discussed with DMH the possibility of grant funding for a 2nd clinician, preferably a LICSW, to work with our Department (can co-respond with CSD) on the 4-12 shift. This would be fully grant funded.

#### Continue ongoing community engagement efforts in the following manner:

1. All CSD officers will have completed COBWEB (minimum) training and will be fully outfitted to supplement patrol when weather/schedules permit.
2. Expand RAD self-defense (and all other programs) to be inclusive of community members with different abilities (with existing partners at BREC and with assistance of Town's ADA coordinator).
3. Revisit Car Seat program to include bi-monthly checkpoints (requires certifying additional officers/ will include traffic division if necessary/interested)
4. Depending on the pandemic, host one senior "CPA" (ideally 8 weeks) and additional trainings/listening sessions on issues specific to seniors.

5. Expand the bicycle unit into CSD, to increase our officer's ability to engage at large scale events and commercial areas

Community Relations / Crisis Intervention Training.(CIT) / Critical Incident Stress Management (CISM):

1. Hold 6 40-hour trainings, including two specifically for local College and University agencies that we partner with, to meet this emerging demand.
2. Hold at least 4 MHFA trainings to maintain 100% of our agency trained.
3. Hold a minimum of two additional one day "advanced" trainings
4. Continue to integrate our clinician into calls for service and continue to reexamine and streamline the use of the CIT model

Criminal Investigations Unit:

1. Incorporate Patrol into investigations to facilitate a share responsibility and pride in investigations.
2. Deter bicycle thefts through multi-pronged approach including standard investigations, multi-jurisdictional, public awareness, and private business cooperation.
3. Certify additional Detective in sexual assault investigations through MPTC.
4. Certify Detectives in crime scene processing and death investigations.
5. Continued training including Cyber Crime Conference, Intelligence, Social Media - Snapchat and Instagram to gain knowledge on what youth/student population may be using and have a firm understanding of it for school safety threats, Video evidence/DVR training.
6. Continue to work on prevention, intervention, diversion and engagement with the youth of the community.
7. Work with community partners on issues involving juveniles. Establish and build new relationships with the stakeholder in the Norfolk County Juvenile Court System.
8. Continue to participate in Norfolk County CSEC (Commercial Exploitation of Children) Task force and Steering Committee meetings - educate department wide further on signs and response to situations involving CSEC case or potential interactions.
9. Work to support victims of domestic violence and continue to refer those in need to agencies that can provide on-going support for specific needs/services (financial, legal, probate, etc).
10. On-going participation in the Norfolk County High Risk Domestic Violence Team meetings.
11. Human Trafficking: Seek out further training opportunities related to trends/investigations and potentially partner with hotels in town on awareness/signs/reporting.



## 12.A.

### ID Unit:

1. Transition to online payment for applications/ fingerprinting
2. Training for ID Unit Detectives
3. CTS testing (fingerprint competency)
4. IAI conference
5. Digitize detective case file

### Evidence / Property:

1. Complete criminal drug destruction, upon lifting of COVID restrictions
2. Resume prescription drug destruction, upon lifting of COVID restrictions
3. Complete the hiring of 9 student officers from the 2021 Civil Service Exam.

### Traffic and Parking Division:

1. Remain fully staffed, including at the assignment of a Traffic Division Commander who will need to do a complete assessment of the overall Traffic Division in a forward planning process to identify possible technology upgrades and work flow processes to integrate the police department's traffic and parking goals with Town and regional transportation planning.
2. Assume a leading role from within the police department in the identification and enforcement of crash hotspots throughout the town. This will include the three E's in traffic safety; Education, Engineering, and Enforcement. The Traffic Division will deploy education and enforcement strategies while continuing to work with the Engineering Department in conducting and analyzing speed and roadway studies. Pedestrian, bicycle, vehicles and mass transit issues need to be factored in for the most effective response.
3. Work with other town departments especially the Transportation Department in exploring ideas to make our roads safer, including participation in the Vision Zero Coalition which is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. This new and growing coalition includes community-based organizations, nonprofits, businesses, civic groups and individuals representing communities across the state.
4. The FY22 Traffic Enforcement Grant is being used for continued enforcement along with the addition of a new visual speed display board.
5. Assist in the planning and operation of the abandoned car auction with Perfection Towing and secure all funds owed to the town.
6. Send all radar and LIDAR units out to be calibrated and file documentation in preparation of any future public records requests.
7. Continue to send officers to additional accident reconstruction training, including assisting Officers g ACTAR (Accreditation Commission for Traffic Accident Reconstruction) certified. Currently, there are only 48 ACTAR certified specialists in Massachusetts including one with Brookline PD.
8. Continue to train our officers in motorcycle safety by having them utilize the motorcycle safety course.



## 12.A.

### Public Safety Dispatch Division:

1. To ensure all E911 Dispatchers receive continuing education.
2. To continue to seek grant funding from the Commonwealth of Massachusetts State 911.
3. Department to assist with E911 Dispatcher training and education, as well as personnel and equipment costs for the Public Safety Dispatch Center.
4. To outfit the Public Safety Dispatch Center with new ergonomic workstations.
5. To continue to train new E911 Dispatchers utilizing the Communications Training Program.
6. To implement the Purvis Fire Station Alerting system.
7. Creation of duties and responsibilities for new Lead Dispatcher or Shift Supervisor positions on each shift within the Public Safety Dispatch Center.

### Animal Control:

1. Maintain state required approved continuing education credits.
2. Continue to seek additional Animal Control Officer and Supervisor training, to ensure all police officers are able to appropriately respond to animal related calls.
3. Continue to increase public awareness and education on animal control laws and issues.
4. Continue to work cooperatively with Town departments, state, and regional agencies that have a role in animal control issues.

#### **FY23 Budget Line Items Report**

	<b>FY21 Actuals</b>	<b>FY23 Budget</b>	<b>Variance</b>
<b>SALARIES</b>			
(510101) PERMANENT FULL TIME	\$11,354,587	\$12,168,314	\$17,186
(510102) PERMANENT PART TIME	\$40,153	\$157,406	\$3,548
(510140) SHIFT DIFFERENTIAL	\$245,667	\$256,121	\$0
(510143) WORKING OUT OF CLASS	\$17,652	\$22,129	\$1
(510300) OVERTIME PAY	\$1,139,793	\$668,779	\$80,916
(510335) OVERTIME PAY - SPECIAL PROGRAM	\$3,294	\$0	\$0
(510901) PART TIME TEMPORARY SAL	\$8,886	\$91,205	\$23,007
(512031) COURT PAY	\$7,160	\$190,846	\$0
(512033) POLICE LAG TIME	\$157,283	\$161,199	\$0
(513032) IN SERVICE TRAINING	\$319,037	\$321,158	\$1
(513042) EDUCATIONAL INCENTIVE PAY	\$6,650	\$41,450	-\$209,665
(513043) QUINN EDUCATION INCENTIVE	\$1,513,976	\$1,654,149	\$394,381
(513044) LONGEVITY PAY	\$84,025	\$86,350	\$2,200
(513045) CAREER INCENTIVE PAY	\$310,350	\$36,721	\$0
(514502) SPECIALTY PAY	\$21,158	\$28,300	\$0
(514506) EMT PAY	\$12,000	\$14,350	\$0
(514510) SICK PAY BUYOUT	\$32,421	\$0	\$0
(514511) SICK BUYOUT - 2 FOR 1-RETIREAB	\$9,889	\$0	\$0
(515041) HOLIDAY PAY	\$469,545	\$536,392	-\$7,301
(515058) VACATION BUYOUT	\$180,842	\$0	\$0
(515059) A DAY BUYOUT	\$78,325	\$91,886	\$0
(515080) INJURED ON THE JOB	\$7,690	\$0	\$0
(515501) CLOTHING-UNIFORM ALLOWANCE	\$44,315	\$37,125	\$0
(515540) AUTO ALLOWANCE	\$3,528	\$2,700	\$0

## 12.A.

	FY21 Actuals	FY23 Budget	Variance
(OFFSETS) OFFSET	\$0	-\$314,999	-\$190,472
<b>SALARIES TOTAL</b>	<b>\$16,068,228</b>	<b>\$16,251,582</b>	<b>\$113,802</b>
<b>SERVICES</b>			
(521530) BOTTLED WATER SERVICE	\$5,099	\$3,000	\$0
(522010) OFFICE EQUIP R & M	\$0	\$1,600	\$0
(522015) D P EQUIP R & M	\$10,171	\$19,250	\$0
(522016) COMPUTER SOFTWARE R & M	\$161,583	\$140,121	\$10,000
(522017) COMMUNICATIONS EQUIP R & M	\$373	\$55,341	\$0
(522040) PUBLIC SAFETY EQUIP R & M	\$0	\$4,832	\$0
(522070) MOTOR VEHICLE/EQUIP R & M	\$957	\$2,500	\$0
(522400) BUILDING MAINTENANCE	\$2,050	\$2,500	\$0
(523010) OFFICE EQUIP RENTALS/LEAS	\$0	\$550	\$0
(523011) COPY EQUIP RENTAL/LEASES	\$7,794	\$6,437	\$0
(524010) PROFESSIONAL/TECH SERVICE	\$128,900	\$162,000	\$0
(525001) TELEPHONE & TELEGRAPH	\$67,657	\$40,000	\$2,500
(525002) WIRELESS COMMUNICATIONS	\$86,031	\$84,500	\$7,500
(525022) POSTAGE	\$3,783	\$5,000	\$0
(525030) PRINTING SERVICES	\$1,995	\$5,000	\$0
(525050) DELIVERY SERVICES	\$0	\$300	\$0
(528030) LAUNDRY SERVICES	\$1,020	\$2,800	\$0
(528050) VETERINARY SERVICES	\$2,785	\$1,000	\$0
<b>SERVICES TOTAL</b>	<b>\$480,198</b>	<b>\$536,731</b>	<b>\$20,000</b>
<b>SUPPLIES</b>			
(531012) OFFICE SUPPLIES	\$24,832	\$22,000	\$0
(533210) MEALS & RECEPTIONS	\$1,818	\$0	\$0
(533250) FOOD FOR PRISONERS	\$903	\$3,500	\$0
(539012) BOOKS & PERIODICALS	\$365	\$2,000	\$0
(539031) PUBLIC SAFETY SUPPLIES	\$19,170	\$32,857	\$0
(539035) UNIFORMS & PROTECTIVE CLO	\$76,780	\$75,500	\$15,000
(539040) PHOTOGRAPHIC SUPPLIES CLO	\$0	\$2,000	\$0
<b>SUPPLIES TOTAL</b>	<b>\$123,868</b>	<b>\$137,857</b>	<b>\$15,000</b>
<b>OTHER</b>			
(551020) IN STATE TRAVEL -OTHER	\$861	\$1,000	\$0
(551099) EDUCATION/TRAINING/CONFERENCES	\$34,153	\$23,000	\$3,000
(553010) PROFESSIONAL DUES/MEMBERS	\$9,141	\$7,300	\$0
<b>OTHER TOTAL</b>	<b>\$44,155</b>	<b>\$31,300</b>	<b>\$3,000</b>
<b>UTILITIES</b>			
(561010) ELECTRICITY	\$107,516	\$125,045	\$687
(561011) NATURAL GAS	\$25,253	\$24,210	-\$2,933
(561020) GENERATOR FUEL	\$0	\$150	\$0
(561021) GASOLINE	\$98,888	\$160,135	\$30,100
(561022) DIESEL	\$0	\$0	-\$100
(561030) WATER	\$9,529	\$10,250	\$843
<b>UTILITIES TOTAL</b>	<b>\$241,185</b>	<b>\$319,790</b>	<b>\$28,597</b>
<b>BUDGETED CAPITAL</b>			
(5A0001) AUTOMOBILES	\$305,981	\$300,122	\$0
(5A0003) PUBLIC SAFETY EQUIPMENT-BUD	\$1,080	\$40,000	\$0
(5A0007) PERSONAL COMPUTERS-BUD	\$1,671	\$0	\$0
(5A0017) LEASED COMPUTER EQUIPMENT	\$18,209	\$86,459	\$30,412
<b>BUDGETED CAPITAL TOTAL</b>	<b>\$326,941</b>	<b>\$426,581</b>	<b>\$30,412</b>
<b>TOTAL</b>	<b>\$17,284,575</b>	<b>\$17,703,841</b>	<b>\$210,811</b>

# 12.A.

	FY21 Actuals	FY23 Budget	Variance
<b>REVENUES</b>	\$5,409,875	\$5,995,000	\$1,750,000
<b>REVENUES LESS EXPENSES</b>	<b>\$5,409,875</b>	<b>\$5,995,000</b>	<b>\$1,750,000</b>

## Administration

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$1,249,508	\$922,597	-\$108,088
<b>SERVICES</b>	\$341,874	\$360,649	\$20,000
<b>SUPPLIES</b>	\$114,844	\$124,107	\$15,000
<b>OTHER</b>	\$40,941	\$28,300	\$3,000
<b>UTILITIES</b>	\$241,185	\$319,790	\$28,597
<b>BUDGETED CAPITAL</b>	\$326,941	\$426,581	\$30,412
<b>TOTAL</b>	<b>\$2,315,292</b>	<b>\$2,182,024</b>	<b>-\$11,079</b>

## Patrol Services

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$7,606,290	\$8,488,627	\$128,518
<b>SERVICES</b>	\$2,785	\$5,832	\$0
<b>TOTAL</b>	<b>\$7,609,075</b>	<b>\$8,494,459</b>	<b>\$128,518</b>

## Investigation Services

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$2,570,354	\$2,667,048	\$167,224
<b>SERVICES</b>	\$7,418	\$7,800	\$0
<b>SUPPLIES</b>	\$288	\$3,000	\$0
<b>TOTAL</b>	<b>\$2,578,060</b>	<b>\$2,677,848</b>	<b>\$167,224</b>

## Community Relations

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$1,247,909	\$869,781	-\$239,923
<b>TOTAL</b>	<b>\$1,247,909</b>	<b>\$869,781</b>	<b>-\$239,923</b>

## Traffic Control

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$2,160,805	\$2,138,564	\$169,171
<b>SERVICES</b>	\$128,121	\$162,450	\$0
<b>SUPPLIES</b>	\$6,051	\$8,000	\$0
<b>TOTAL</b>	<b>\$2,294,977</b>	<b>\$2,309,014</b>	<b>\$169,171</b>

# 12.A.

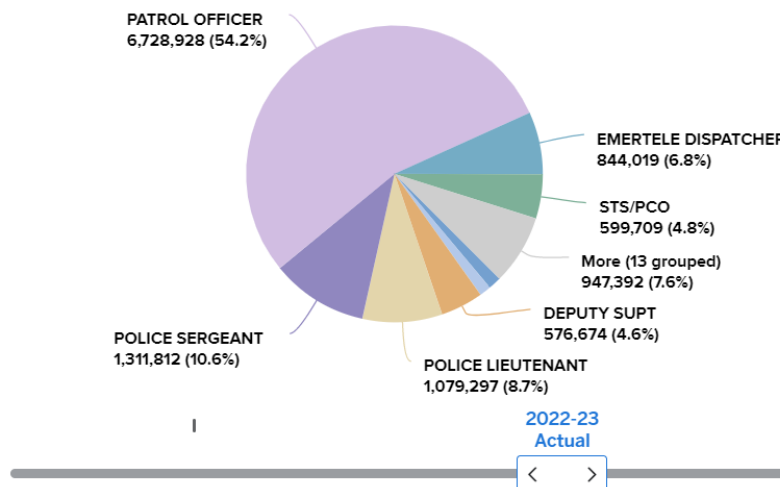
## Public Safety Dispatch

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$1,133,696	\$1,056,984	-\$4,947
<b>SUPPLIES</b>	\$2,685	\$2,750	\$0
<b>OTHER</b>	\$3,214	\$3,000	\$0
<b>TOTAL</b>	<b>\$1,139,595</b>	<b>\$1,062,734</b>	<b>-\$4,947</b>

## Animal Control

	FY21 Actuals	FY23 Budget	Variance
<b>SALARIES</b>	\$99,666	\$107,980	\$1,847
<b>TOTAL</b>	<b>\$99,666</b>	<b>\$107,980</b>	<b>\$1,847</b>

## FY23 FTE Salary



	FY23 FTE	FY23 Salary
<b>POLICE CHIEF</b>	1.00	172,558.00
<b>SUPT OF POLICE</b>	1.00	156,537.00
<b>DEPUTY SUPT</b>	4.00	576,674.00
<b>POLICE LIEUTENANT</b>	11.00	1,079,297.00
<b>POLICE SERGEANT</b>	16.00	1,311,812.00
<b>PATROL OFFICER</b>	102.00	6,728,928.00
<b>PUB SAF BUSINESS MGR</b>	0.50	46,661.00
<b>CF EMER TELECOM DISP</b>	1.00	83,291.00
<b>DOMESTIC VIO ADVOCAT</b>	1.00	68,492.00
<b>COOR CLINICAL SERV</b>	1.00	71,865.00
<b>BUSINESS/ADMIN MANAGER - POLICE</b>	1.00	67,307.00
<b>PARKING MTR COLLECTR</b>	1.00	61,920.00
<b>EMERTELE DISPATCHER</b>	16.00	844,019.00
<b>EXECUTIVE ASSISTANT</b>	1.00	62,473.00
<b>PSBO SR CLERK TYPIST - POLICE</b>	1.50	84,195.00
<b>SR CLRK TYP</b>	3.00	152,577.00
<b>STS/PCO</b>	12.00	599,709.00
<b>PARKING CONTROL OFFICER (PCO) PT</b>	1.92	97,490.00
<b>SCHOOL TRAFFIC SUPERVISOR (STS) PT</b>	1.18	59,916.00
<b>PARK SECURITY OFFICER</b>	2.20	68,198.00
<b>CIT STAFF ASST</b>	0.50	23,007.00
<b>TOTAL</b>	<b>179.80</b>	<b>12,416,926.00</b>

## PERFORMANCE / WORKLOAD INDICATORS

	ACTUAL FY2020	ESTIMATE FY2021	ACTUAL FY2021	ESTIMATE FY2022	ESTIMATE FY 2023
Total Part A Crimes	640	648	758	743	705
Homicide	1	0	1	0	0
Rape	0	3	2	4	4
Robbery	10	8	16	20	14
Assaults	96	118	106	105	115
Breaking and Entering	36	43	57	62	49
Larceny	483	468	557	525	511
Motor Vehicle Theft	14	8	19	27	12
Part A Crime- Clearance Rate	46%	47%	35%	48%	47%
Arrests	282	400	120	200	250
Field Interrogations	1,006	1,600	817	1,100	1,300
Field inquiries/ P.O.I.	38	55	29	40	40
Domestic Violence Investigations	73	105	0	95	0
Crimes Solved through Fingerprint IDs	5	12	0	2	2
Crimes Solved through DNA	0	8	0	0	0
Animal Complaints	773	850	616	800	787
Loud Parties Responded to	164	130	267	315	150
Noise By-Law Violation Tickets issued	0	40	13	20	20
STARS Assignments	15	35	9	25	35
Alcohol Administrative Inspections-Passed	4	15	26	30	30
Alcohol Administrative Inspections- Failed Warnings	16	15	8	10	10
Alcohol Administrative Inspection - Failed TBL Fine	3	5	3	5	5
Alcohol Owner /Management Changes & Investigations	32	35	35	40	40
One & Two Day Licenses/ Permits	69	90	44	50	50
Registered Marijuana Dispensary Inspections	5	7	12	16	16
Registered Marijuana Dispensary	2	4	4	4	4
Rooming Houses Inspected	50	50	45	50	50
Licenses to Carry Firearms Issued/Renewed	117	110	172	150	150
Firearms Identification Cards (FID)	29	20	21	20	20
Fingerprints Taken for Community Members	103	250	30	250	250
Town Counsel Investigations	48	50	50	50	50
Police-related Calls	59,611	69,000	52,978	57,000	59,000
Self-Initiated Police Calls	30,622	27,000	23,541	27,000	28,000
Fire-related Calls	5,926	8,600	7,862	9,800	9,800
Medical Calls	3,970	4,750	4,416	4,800	5,000
E-911 Calls	18,552	18,000	15,172	26,500	27,000

## PERFORMANCE / WORKLOAD INDICATORS (con't)

	ACTUAL FY2020	ESTIMATE FY2021	ACTUAL FY2021	ESTIMATE FY2022	ESTIMATE FY 2023
Facebook Followers	4,672	4,800	5,047	5,200	5,400
Twitter Followers	10,914	11,000	10,899	11,200	11,400
Website Hits	157,555	80,000	82,300	90,000	90,000
Instagram followers	2,088	2,200	2,350	2,500	2,700
Students in AWARE	1,761	1,750	105	250	250
Citizen Police Academy Graduates	0	30	41	40	40
Women Participating in RAD Classes	0	150	39	150	150
Child Seats Inspected	180	175	154	270	300
Taxi Vehicles Inspections	0	25	0	20	20
Hackney Licenses Issued	0	50	0	40	40
Parking Tickets Issued	88,597	105,000	89,115	90,000	90,000
Collection Rate In-State (CY)		85%			
Collection Rate Out-Of-State (CY)		62%			
Parking Tickets Paid Online	43,932	50,000	50,308	45,000	60,000
Parking Tickets Appealed Online	6,435	8,000	10,925	7,000	9,000
Moving Violations	8,051	10,000	2,945	10,000	6,000
Parking Ticket Hearings	9,034	12,500	11,772	12,500	13,000
Detail Collection Rate:					
0 < 30 Days	60%	20%	41%	20%	30%
31 < 60 Days	80%	75%	79%	75%	80%
61 < 90 Days	94%	90%	96%	90%	95%
91 < 105 Days	96%	95%	98%	95%	98%
106 < 115 Days	98%	99%	99%	99%	99%
Bicycle Enforcement	87	75	7	75	10
<b>Grants Awarded:</b>					
Police	\$662,200	\$541,855	\$598,587	\$534,433	\$534,433
Urban Areas Security Initiatives (UASI) (Funding for Multiple Town Agencies)	\$373,720	\$350,000	\$447,447	\$447,447	\$447,447
<b>Emergency Management:</b>					
Citizens trained for CERT (Community Emergency Response Team)	0	30	30	25	30
CERT Activations (shelters, flu clinics, storm drill, etc.)	40	10	75	100	50
Community education programs on emergency preparedness	18	15	8	15	15
Emergency Operation Center (EOC) Activations	7	5	200	75	10

13A  
2016 ANNUAL TOWN MEETING - RESULTS

NOTES	ARTICLE NUMBER	SUBJECT	PRELIM SB MEMBER ASSIGNED	TENATIVE HEARING DATE	VOTE DATE	Note		
	1	Wood and Bark	N/A	No motion from SB				
	2	Collective Bargaining	HH	5-Apr	12-Apr	HR will be here for paid leave presentation		
	3	Comp Balance	HH	22-Mar	29-Mar			
	4	Spec. Approp. Close-Out Report	HH	12-Apr	19-Apr			
	5	Unpaid Bills	HH	22-Mar	29-Mar			
	6	PT Exempt	BG	22-Mar	29-Mar			
	7	Easement Brington Road.	BG	22-Mar	29-Mar			
	8	Budget	HH	19-Apr	26-Apr			
	9	Living Wage	MA	5-Apr	12-Apr	HR will be here for paid leave presentation		
	10	Comp Plan Funding	BG	12-Apr	19-Apr	related to article 4		
	11	Retiree COLA Increase (Ret Bd)	BG	5-Apr	12-Apr			
	12	CDICR Complaint	RF	19-Apr	26-Apr	review towards the end, shared with CTOS		
	13	CDICR Fee schedule	N/A	No motion from SB				
	14	Special Permit Conditions	JVS	12-Apr	19-Apr			
	15	Boylston St East	JVS	12-Apr	19-Apr			
	16	Non Res Space	JVS	12-Apr	19-Apr			
	17	EV Charging	RF	12-Apr	19-Apr			
	18	Bike Parking	RF	12-Apr	19-Apr			
	19	Reso Vision Zero Committee	TBD	TBD		potential to achieve before TM		
	20	Reso Ped lighting	TBD	TBD		potential to achieve before TM		
	21	Community Aggregation	JVS	29-Mar	5-Apr			
	22	PFAS	MA	26-Apr	3-May	review towards the end		
	23	Reso Artificial Turf	TBD	TBD				
	24	Ban Artificial Turf	TBD	TBD				
	25	Single-Use Plastic	MA	29-Mar	5-Apr			
	26	Park and Rec Commission	RF	5-Apr	12-Apr	DPW scheduled for budget review, shared with CTOS		
	27	Leaf Blowers	N/A	No motion from SB				
	28	HR Voting for 16 & 17	N/A	No motion from SB				
	29	HR Voting Legal Residents.	N/A	No motion from SB				
	30	Reso Kent Station St	N/A	No motion from SB				
	31	Reso Big Tech	N/A	No motion from SB				
	32	Reso Cuba	N/A	No motion from SB				
	33	TM Handbook.	N/A	No motion from SB				
	34	Reso TM deliberations	N/A	No motion from SB				
	35	Reso TMM Listserv	N/A	No motion from SB				



ARTICLE xX ARTICLE

Submitted by: Select Board

To see if the Town will, in accordance with General Laws, Chapter 44, Section 64, authorize the payment of one or more of the bills of the previous years, which may be legally unenforceable due to the insufficiency of the appropriations therefore, and appropriate from available funds, a sum or sums of money therefore, or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is inserted in the Warrant for every Town Meeting in case there are any unpaid bills from a prior fiscal year that are deemed to be legal obligations of the Town. Per Massachusetts General Law, unpaid bills from a prior fiscal year can only be paid from current year appropriations with the specific approval of Town Meeting.

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**BOARD OF ASSESSORS**

22 MAR 8 PM 3:06

The Board of Assessors voted at their regular meeting held on March 8, 2022 to recommend to the 2022 Annual Town Meeting to continue to grant additional property tax exemption amounts allowed by law as follows:

PROPOSED ARTICLE FOR 2022 ANNUAL TOWN MEETING

To see if the Town will elect to establish an additional property tax exemption for fiscal year 2023 which shall be uniform for all exemptions, in accordance with Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, and accept said Section 4, as amended, or act on anything relative thereto.

PETITIONER'S EXPLANATION

This article provides for an increase in the property tax exemptions for certain classes of individuals, including surviving spouses, low-income elderly, the blind and disabled veterans. The proposed increases, which require annual reauthorizations, have been approved by Town Meeting continually since FY1989.

PETITIONER'S RECOMMENDATION

This article provides for an increase in the property tax exemption amounts for certain classes of individuals, including surviving spouses, the elderly, the blind and disabled veterans. The proposed increases, which require annual reauthorizations, have been approved annually since FY1989. The estimated cost for FY2023 is approximately \$42,850 and is funded from the tax abatement overlay reserve account. The law allows the Town to increase the exemptions by up to 100% as indicated on the following schedule, which are recommended by the Board of Assessors:

Description	Ch.59, Sec.5 Clause	FY2022 #Granted	Basic Amount Exempted	Proposed Amount Exempted
Surviving Spouse	17D	2	\$175	\$350
Veteran (10% Disability)	22	40	\$400	\$800
Veteran (loss of one hand, foot or eye)	22A	0	\$750	\$1,500
Veteran (loss of two hands, feet or eyes)	22B	0	\$1,250	\$2,500
Veteran (special housing)	22C	0	\$1,500	\$3,000
Veteran (certain widows of soldiers)	22D	0	\$250	\$500
Veteran (100% disability, cannot work)	22E	8	\$1,000	\$2,000
Blind	37A	28	\$500	\$1,000
Elderly	41C	9	\$500	\$1,000

## TO BE VOTED BY ROLL CALL OF THE SELECT BOARD:

That the Town elect to establish an additional property tax exemption for fiscal year 2023 which shall be uniform for all exemptions, in accordance with Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, and accept said Section 4, as amended.

ADVISORY COMMITTEE'S CONSIDERATIONSBACKGROUND

This Article would allow the Town to continue its current practice of increasing state-mandated property tax exemptions for several classes of qualifying taxpayers, including veterans with a 10% or greater disability, surviving spouses, blind taxpayers, and low-income elderly taxpayers. The town is required to give these taxpayers, if eligible, a basic exemption whose amount is specified in Chapter 59, Section 5 of the Massachusetts General Laws and which is partially reimbursed by the state. The Town also has the option to increase these exemptions by any amount up to 100%. The increase must be uniform across all the exemptions, and the increased exemption amount, per taxpayer, may be limited by the change in the taxpayer's bill over their previous fiscal year's tax liability.

DISCUSSION

The proposed increases require annual authorization and have been approved by Town Meeting each year since FY1989. It is hard to imagine the Town denying, for instance, disabled veterans and fixed-income elderly the additional exemptions allowed under state law. The Assessors estimate that the cost for FY2023 will be approximately \$42,850 and has already built a reserve for this purpose in the tax abatement overlay reserve account.

Submitted by: The Building Department and the School Department

'22 MAR 10 AM 11:35

To see if the Town will vote to authorize the Select Board, on such terms and conditions that are in the best interest of the Town, to accept:

(1) a grant of an easement from Brookline Hills Condominium (19-21 Brington Road) or owners therein to occupy land on the Northeast corner of the parcel with the street address 19-21 Brington Road (Assessors' Parcel ID 191-01-02), as well as the ground underneath, with certain infrastructure including, but not limited to, three parking spaces, granite curbing, steel & wood fencing, concrete fence foundations, 1 light pole, and accompanying below grade conduits providing power to the light pole, and to enter into such land as necessary to maintain said infrastructure;

And also vote to authorize the Select Board, on such terms and conditions that are in the best interest of the Town, to grant:

(1) an easement to Brookline Hills Condominium allowing ingress and egress over a portion of the service drive extending from Brington Road onto the parcel with the street address 22 Tappan Street (Assessors Parcel ID 191-01-01) in order to access three parking spaces located on property with the street address 19-21 Brington Road.

and

(2) an easement to the owner of 25 Brington Road allowing ingress and egress over a portion of the service drive extending from Brington Road onto the parcel with the street address 22 Tappan Street (Assessors Parcel ID 191-01-01) in order to access the rear yard of 25 Brington Road.

Or act on anything relative thereto.

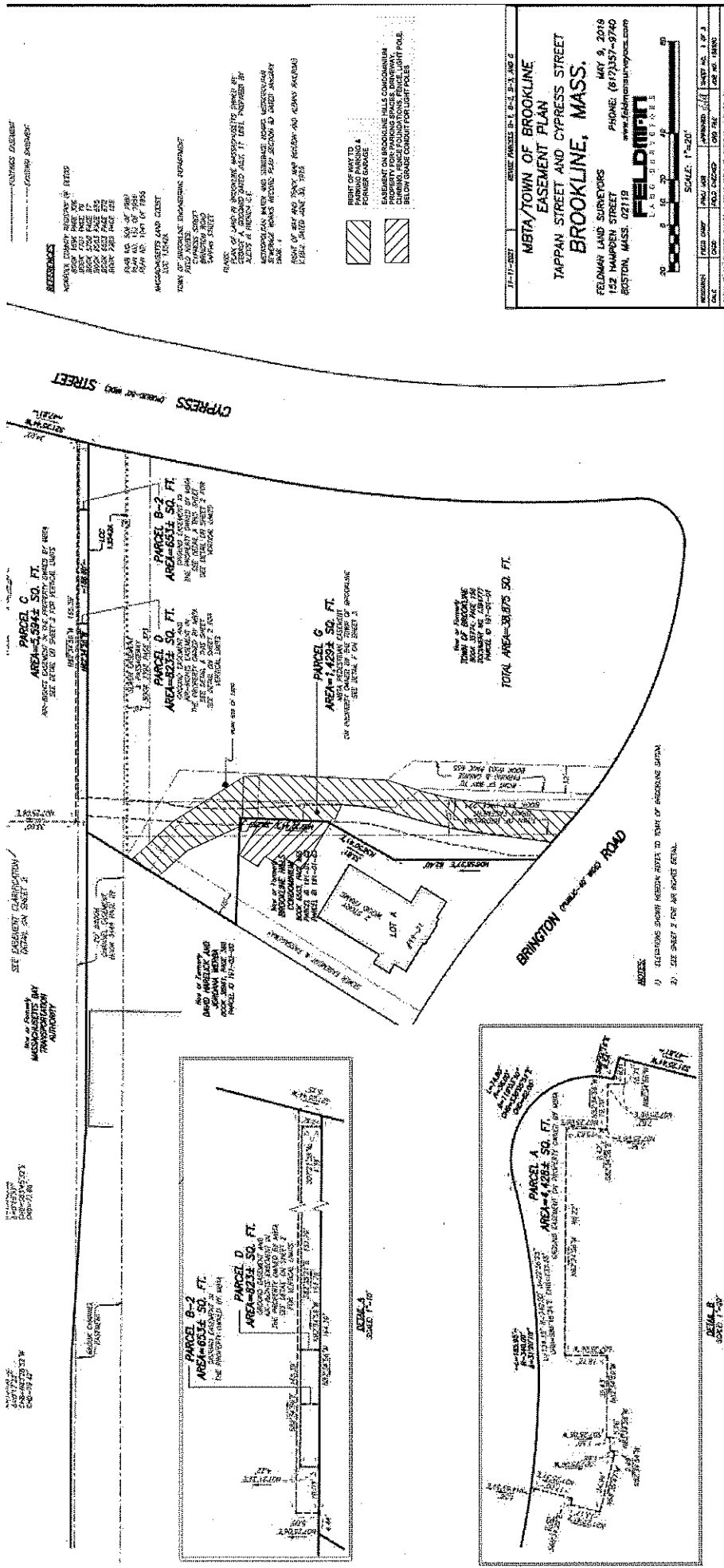
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**EXPLANATION:** The High School Expansion project includes a large new building at 22 Tappan Street. In the property's former configuration, the owners of 19-21 Brington Road and 25 Brington Road had easements allowing them to traverse its parking lot to access the rear of their properties. The Town intends to preserve the rights underlying those easements, but must relocate them to account for the larger size of the new building. In addition, a small amount of infrastructure attendant to the new building - including a light pole, fencing and curbing - as well as 3 parking spaces constructed by the Town for use by the owners of 19-21 Brington Road extends onto the 19-21 Brington Road lot. The owners of that property intend to grant the Town an easement formally allowing the infrastructure on their property. Because these are interests in

## 14.A.

real estate, a Town Meeting vote is necessary to authorize the Town's acceptance and grant of these easements.

The Town has retained a surveyor to prepare draft plan definitively showing the boundaries of the easements, along with a legal description. It is the Department's intention to circulate that plan, along with draft versions of the Easement Agreements, as soon as they are available.





## Brookline Commission for Women (As of 3/17/22)

### MEMBERSHIP, APPOINTMENT, TERM

(a) The Commission shall consist of **eleven members**, all of whom shall be appointed by the Select Board to serve for a term of three years.

(b) The initial appointments shall be made for staggered terms as follows: the term of three members shall expire after one year, the term of four members after two years and the terms of four members after three years. When a vacancy occurs, an appointment shall be made by the Select Board. The Commission shall recommend to the Board of Selectmen candidates to fill vacancies. A person is not precluded from serving more than one term. Commissioners must be residents of the Town of Brookline.

### MEMBERS:

1. Vacancy .....Term expires 2024
2. Felina Silver Robinson .....Term expires 2024 – Vice Chair
3. Rebecca Stone .....Term expires 2024 – Chair
  
4. Meenakshi Garodia .....Term expires 2022
5. Hadassah Margolis .....Term expires 2022
6. Homa Sarabi-Daunais.....Term Expires 2022
7. Elizabeth Stillman.....Term expires 2022 – Secretary
  
8. Carol Caro .....Term Expires 2023
9. Lucy Chie.....Term expires 2023
10. Aileen Lee .....Term expires 2023
11. Nicole McClelland .....Term expires 2023

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A term is understood to begin on July 1 of the calendar year appointed. A term year is July 1– June 30<sup>th</sup>, Brookline’s fiscal year. New members filling a mid-term vacancy will serve out the term of the vacated seat. Commissioners wishing re-appointment should notify the Select Board of the request no later than May 15<sup>th</sup> of their term expiration year.

### THIS IS AN ELEVEN MEMBER BOARD

#### Recent Activity:

Shonali Gaudino applies for appointment 6/22/21

Gloria Rudish resigned

Neela Kaushik interviews for appointment

15.B.

## Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 1/10/2022 8:52 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

### Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Neela Kaushik
Address	[REDACTED]
Home Phone	[REDACTED]
[REDACTED]	Field not completed.
Email	[REDACTED]
[REDACTED] specific Board/Commission?	Brookline Commission for Women
What type of experience can you offer this Board/Commission?	event organization & promotions, social media, community building, identifying programs & putting it together
What type of issue would you like to see this Board/Commission address?	Bring out inspiring stories of women living in Brookline, Survey on what are the pressing needs, Bring out opportunities for women to the social media page
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<a href="#">Neela_Kaushik_Resume.docx</a>

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# NEELA KAUSHIK

(██████████) | neela@██████████.com | ██████████, MA-02446

[Facebook Group](#), [Website](#), [Instagram](#), [Featured in News](#)

## DIGITAL MARKETING & COMMUNICATIONS EXPERT | COMMUNITY BUILDER

**Entrepreneur | Social Media Expert | TEDx Speaker | National Columnist**

Creator of a media platform with a highly engaged captive audience and have worked closely with brands to generate buzz and awareness for brand campaigns using integrated media. Accomplished digital media expert and online community specialist with extensive experience in creating one of the largest, most engaged online communities of Moms/women in India. *Regular columnist on issues that impact women and children for the Hindustan Times, the second most-read English newspaper in the country with almost 3.5 million readers. TEDx speaker and part of the Advisory Board for TEDx Gurugram. Recently relocated to Brookline, MA and looking for suitable opportunities*

### Core Competencies

- Marketing Strategies & Campaigns
- Community Building & Outreach
- New Business Development
- Team Leadership & Growth
- Web/Print Content Development
- Event Creation & Execution
- Creative Team Leadership
- Project Management
- Conflict Resolution

*Prior accomplishments include building thriving communities, creating a leadership summit for women and spearheading award-winning and high-profile social ventures committed to creating safe spaces for women in India.*

### Professional Experience

**2010 – Present • GURGAONMOMS • Gurgaon, India**  
**Founder & CEO**

Founded and manage a thriving community platform for over 34,000 women that is one of the largest in India, offering support, resources, opportunities and interactions. Created a financially viable business model and built a brand around the community that stands for a safe online space for women and a nurturing ground to support their passions, business ventures and initiatives.

- *Identified profitable opportunities to monetize the community and run it as a self sustaining venture*
- *Increased revenues by 5x in last 5 years*
- *Lead negotiations, build trusting relationships with brands and managing ongoing relationships*
- *Designed creative online marketing strategies aimed at generating leads, growing sales, and driving revenue for entrepreneurs, startups & national brands*
- *Created & lead a team of 8 salaried employees to formulate and execute comprehensive engagement and communication strategy (including newsletter, website, online community, WhatsApp and press releases) to ensure constant community development*
- *Develop, inculcate and seamlessly communicate the community's ethos and goals to the various stakeholders including members, team members and brands*
- *Successfully quarterbacked strategy to transform the online community into a for-profit social venture*
- *Conceptualize and execute events that are extremely popular and well attended*

Marketing  
Strategies &  
Campaigns

Community  
Building &  
Outreach

Event  
Conceptualization

Relationship  
Management

Project  
Management

Creative Team  
Leadership

- Member engagement exceeds 90%, one of the highest in India. Owing to the loyalty and stickiness the community enjoys, Facebook picked GurgaonMoms to beta test their subscription groups and other India-specific initiatives
- Showcased as a successful case study by Google as part of their 'Helping Women Get Online' Initiative in India and South Asia
- Created community engagement strategies for leading national and international brands such as Tata Tea, Viacom 18, Reckitt Benckiser India, Chicco India, and DBS India (only an indicative list)
- GurgaonMoms supports and promotes 500+ women entrepreneurs, leading to the launch of over 15 brands by moms in the community
- Conceptualized and launched a prestigious annual sold-out summit **"The Mom Achievers Summit"** that celebrates the courage and passion of women of impact – both in the spotlight and on the sidelines. It has now become the largest and most popular mom event in India and helps women connect in person and support each other.

**Some important links :** [Facebook Group](#), [Website](#), [Instagram](#), [Featured in News](#)

#### 2006 - 2011 • THE SIXTH ELEMENT

##### Founder & CEO

Launched and managed a digital media agency that focused on providing branding, website design, wordpress development and social media management to SMB and enterprise clients. This was a hands-on leadership role where I was responsible for all aspects of hiring, marketing, sales, project management and direct consulting time with clients.

- Developed and implemented a cohesive online marketing plan for SMBs
- Invited proposals and selected development outfits to execute projects
- Coordinated and Project Managed the development outfits to ensure timely and quality delivery
- Quoted and pitched engagements for website development, social media management/advertising and website maintenance
- Setup website analytics and improved performance month over month
- Designed newsletters that helped clients connect better with their customer base
- Designed creative communication for various Social Media channels to help businesses increase and engage with their following



#### 2003 - 2005 • FORD INDIA PRIVATE LIMITED

##### Business Analyst, Integrated Marketing

Responsible for business analysis, stakeholder expectation management, vendor management and resource tracking

- Launched consumer websites for Ford Cars for the Australian, New Zealand and Indian markets
- Set up a separate business unit providing website services and support to internal clients
- Received Employee of the Year award in recognition of my achievements in streamlining project management internally and launching new initiatives to improve overall efficiency within the company

### Education & Training

**MASTER OF BUSINESS ADMINISTRATION (MBA), MARKETING & INFORMATION TECHNOLOGY [2003]**

**Bharathidasan Institute of Management** | Tamil Nadu, India

**BACHELOR OF COMMERCE [1999]**

**Madras University** | Tamil Nadu, India

**CAPM CERTIFICATION ISSUED BY PMI**

### Languages

English, Hindi, Tamil

\*Need H1B sponsorship to commence work for any employer. Currently on H4 Visa



Indigenous People's Celebration Day Committee  
Warrant Article 2017 Special Town Meeting

Applicants

Felina Silver Robinson

---

New applicant

Shana Penna to interview 2.22.22

**Kate MacGillivray**

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**Subject:**

FW: Online Form Submittal: Board/Commission Application Form

## Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#) . We welcome your application and will respond to you quickly.

Name	Shana Penna
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	<i>Field not completed.</i>
Email	<a href="mailto:shana@ushuolong.com">shana@ushuolong.com</a>
Application for specific Board/Commission?	Indigenous People's Day Celebration
What type of experience can you offer this Board/Commission?	Organizing experience
What type of issue would you like to see this Board/Commission address?	[REDACTED]
Are you involved in any other Town activities?	Brookline
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR	<a href="#">SP resume 2021 (2).docx</a>

JOURNAL ARTICLE,  
ETC.)


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**SHANA PENNA, MBA**


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<https://linkedin.com/in/shanapenna1>


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**EXPERIENCED ENTREPRENEUR & BUSINESS STRATEGIST**

INNOVATIVE TECHNOLOGIES | INTERNATIONAL BUSINESS | INFORMAL EDUCATION

Proven growth catalyst and leader specializing in impact driven business strategies designed to create inclusive and equitable opportunities for others.

**PROFESSIONAL EXPERIENCE****CIVIC MOXIE • BROOKLINE, MA • 2019 -2021**

- Researched and developed novel strategies for urban planning that encompassed equity and inclusion for all residents in a community.
- Worked directly with the State of Massachusetts Rapid Recovery Plan to assist in the development of a post-covid recovery plan for three communities in Massachusetts
- Contributed to assessment of greenhouse gas emissions for a community in Maine looking to reduce its carbon footprint.

**CAREALINE • DANVERS, MA • 2019 – 2020**

- Provided business development consulting services to strengthen the company's strategy, in 2019 it is looking to grow its consumer base both in the United States and abroad.
- Identified opportunities for the company to partner with complimentary companies, distributors, and entrance into new hospital systems.
- Developed financial projections needed to pitch to investors, assumptions are based on a direct sales model and a distribution partnership model to find the most effective use of time and resources.

**PUFFIN INNOVATIONS • BOSTON, MA • 2016 – 2019**

- Co-founded Puffin Innovations, an assistive technology company developing a wireless joystick for people with mobility challenges - puffininnovations.com
- Raised \$267,000: 2016-2018.
- Managed a team of engineers who were tasked with bringing a vision to an actual hardware/software product. This included mechanical, software, and embedded systems engineers.

**PATENT**

Mallozzi, Adriana et al. 2019. Mouth Operated Input System. 10,509,465, filed October 31, 2018, and issued December 17, 2019.

**INFORMAL EDUCATION EXPERIENCE****HEALTH & HAPPINESS BY DESIGN • ONLINE CLASS • 2020 – PRESENT**

- Designed and facilitated a weekly virtual course for STEM ENRG, a program that provides technical skill development and removes social and emotional barriers preventing historically marginalized groups from entering and thriving in STEM careers.

- Using interactive lectures, offline assessments, group discussions, and project-based learning, students work to learn both tangible and intangible skills that help facilitate success in STEM or any professional field.
- Course was designed around the following core principles: Growth Mindset, Active Learning, and Health Management for Busy Professionals.
- Outcomes are measured using peer reviewed evaluations that assess the efficacy, confidence, and curiosity of students at the beginning and end of the course to identify the development of skills.
- Evaluations and assessments are used to dynamically adjust to the needs of the students throughout the course. Changes to the curriculum are trauma informed to prevent harm and increase the psychological safety of students.

### **PROFESSIONAL BOARD POSITIONS**

**STEM ENRG • Worcester, MA • Member, Board of Directors • 2020 – Present**

**League of Women Voters • Brookline, MA • Member, Board of Directors 2021- present**

### **PROFESSIONAL SPEAKING ENGAGEMENTS**

- ITEN Wired (Pensacola, FL; October 3<sup>rd</sup> & 4<sup>th</sup>, 2019) – Digital Health Panel, CIO Panel, Impact Driven Innovation workshop.
- HubWeek (Boston, MA; October 1, 2019) – The Transformative Impact of Digital Therapeutics on Chronic Conditions
- SXSW (Austin, Texas; March 13, 2019) – Interactive session titled Empowering Accessibility with AI, IoT, and Robotics.
- Safety and Security Round Table (Boston, MA; February 2019) Discussed innovation and entrepreneurship in military technologies.
- Global Big Data Conference (Boston, MA; September 2018) The Transformative Impact of Artificial Intelligence on The Lives Of Those With Disabilities
- MedAI Conference (Laguna Beach, CA; December 2018) White Paper presentation on AI's influence on disabilities.
- Connected Health Conference (Boston, MA; October 2018) The Influence of IoT and AI on People with Disabilities.
- Leadership and Communication Workshops (Beijing, China; 2015) Companies: Institute of Physics and Beijing National Lab, Technical Institute of Physics and Chemistry

### **EDUCATION**

**Master of Business Administration (M.B.A.) - Focus on Entrepreneurship Development Programs**

Thesis: Hackathon Structure, Personality Traits, and the Influence on Entrepreneurial Performance.

TSINGHUA UNIVERSITY - MIT SLOAN AFFILIATE PROGRAM | Beijing, China | 2014 - 2016

**Bachelor of Arts (B.A.) – Major in Comparative Politics – China/US**

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**LANGUAGE PROFICIENCY:** ENGLISH – NATIVE; CHINESE BEGINNER (HSK2)